



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

साप्ताहिक
WEEKLY

सं. 23] नई दिल्ली, मई 29—जून 4, 2011, शनिवार/ज्येष्ठ 8—ज्येष्ठ 14, 1933
No. 23] NEW DELHI, MAY 29—JUNE 4, 2011, SATURDAY/JYAISTHA 8—JYAISTHA 14, 1933

इस भाग में धिन पृष्ठ संख्या दी जाती है जिससे कि यह पृष्ठक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 30 मई, 2011

का.आ. 1501.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 के खंड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा नीचे दी गई सारणी के कालम (3) में विनिर्दिष्ट व्यक्तियों का उक्त सारणी के कालम (2) में विनिर्दिष्ट व्यक्तियों के स्थान पर इसके कालम (1) में विनिर्दिष्ट राष्ट्रीयकृत बैंकों के निदेशक के रूप में तत्काल प्रभाव से और अगले आदेश होने तक नामित करती है:-

सारणी

क्रम सं.	बैंक का नाम	मौजूदा निदेशक का नाम	प्रस्तावित व्यक्ति का नाम
(1)	(2)	(3)	(4)
1.	देना बैंक	श्री बी.पी. विजेन्द्र	श्री एन. एस. विश्वनाथन, क्षेत्रीय निदेशक, भारतीय रिजर्व बैंक, पो.बा.सं. 40, फोर्ट ग्लासिस, 16 राजाजी सलाई, चेन्नै-600 001
2.	इंडियन बैंक	श्री एस. करुप्पासामी	डॉ. एन. कृष्ण मोहन, मुख्य महाप्रबंधक, मुद्रा प्रबंधन विभाग, केन्द्रीय कार्यालय, अमर भवन, चौथी मंजिल, पी. एम. रोड, मुम्बई-400 001

(1)	(2)	(3)	(4)
3.	बैंक आफ बड़ौदा	श्री आर. गांधी	श्री सुदर्शन सेन, क्षेत्रीय निदेशक, भारतीय रिजर्व बैंक, पो.बा.सं. 1, आश्रम रोड, अहमदाबाद-380 014
4.	बैंक आफ इंडिया	श्री जी. महालिंगम	श्री पी. के. पाण्डा, क्षेत्रीय निदेशक, भारतीय रिजर्व बैंक, पो. बा. सं. 32 होशंगाबाद रोड, भोपाल- 462 011

[फा. सं. 6/3/2011-बीओ-1]

समीर के. सिन्हा, निदेशक

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 30th May, 2011

S.O. 1501.—In exercise of the powers conferred by clause (c) of sub-section 3 of Section 9 of the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominates the persons specified in column (3) of the table below as Directors of Nationalized Banks specified in column (1) thereof in place of the persons specified in column (2) of said Table, with immediate effect and until further orders :-

TABLE

Sl. No.	Name of the Bank	Name of the Existing Director	Name of the persons proposed
1	2	3	
1.	Dena Bank	Sh. B.P. Vijayendra	Sh. N.S. Viswanathan, Regional Director, Reserve Bank of India, P.B. No. 40, Fort Glacis, 16 Rajaji Salai, Chennai—600 001
2.	Indian Bank	Sh. S. Karuppasamy	Dr. N. Krishna Mohan, Chief General Manager, Department of Currency Management, Central Office, Amar Bldg, 4th Floor, P.M. Road, Mumbai - 400 001
3.	Bank of Baroda	Sh. R. Gandhi	Sh. Sudarshan Sen, Regional Director, Reserve Bank of India P.B. No. -1, Ashram Road, Ahmedabad- 380 014
4.	Bank of India	Sh. G. Mahalingam	Sh. P.K. Panda, Regional Director, Reserve Bank of India, P.B. No. 32, Hoshangabad Road, Bhopal- 462 011

[F.No. 6/3/2011-BO.I]

SAMIR K. SINHA, Director

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 1 जून, 2011

क्र. आ. 1502.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की

उपधारा (1) के खंड (iii) के प्रयोजनार्थ कर निर्धारण वर्ष 2011-2012 के आगे से संगठन अमेरिकन इन्स्टीट्यूट ऑफ इंडियन स्टडीज, नई दिल्ली को निम्नलिखित शर्तों के अधीन अनुसंधान कार्यकलापों में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात् :-

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग सामाजिक विज्ञान में अनुसंधान के लिए किया जाएगा ;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से सामाजिक विज्ञान या सांख्यिकीय अनुसंधान करेगा ;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा । अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उपधारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत् सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा ;
- (iv) अनुमोदित संगठन सामाजिक विज्ञान में अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत् सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा ।

2. केंद्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन :-

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित सामाजिक विज्ञान में अनुसंधान अथवा सांख्यिकीय अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा ; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5ड के साथ पठित उक्त अधिनियम की धारा 35 की उपधारा (1) के खंड (iii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा ।

[अभिप्रेत सं. 31/2011/फा.सं. 203/48/2010-आ.क.नि.-II]

अजय खोसला, निदेशक (आ.क. नि.-II)

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 1st June, 2011

S. O. 1502.—It is hereby notified for general information that the organization American Institute of Indian Studies, New Delhi has been approved by the Central Government for the purpose of clause (iii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), from Assessment Year 2011-12 onwards in the category of 'Other Institution', partly engaged in research activities subject to the following conditions, namely:-

- (i) The sums paid to the approved organization shall be utilized for research in social sciences;
- (ii) The approved organization shall carry out research in social science or statistical research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;

(iv) The approved organization shall maintain a separate statement of donations received and amounts applied for research in social science and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization:-

- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for research in social science or statistical research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (iii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 31/2011/F.No. 203/48/2010/ITA-II]

AJAY GOYAL, Director (ITA-II)

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 2 जून, 2011

का. आ. 1503.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) की धारा 6 की उप-धारा (2) के साथ पठित इसकी उप-धारा (1) के खण्ड (क) और धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करके, एतद्वारा, श्री प्रकाश बक्शी (जन्म तिथि 1-10-1953) कार्यपालक निदेशक, राष्ट्रीय कृषि और ग्रामीण विकास बैंक को उनके पदभार ग्रहण करने की तारीख से तथा उनकी अधिवर्षिता की तारीख अर्थात् 30-9-2013 तक अथवा अगले आदेशों तक, जो भी पहले हो, राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) के अध्यक्ष के रूप में नामित करती है।

[फा.सं. 7/1/2007-बीओ-1]

समीर के. सिन्हा, निदेशक

(Department of Financial Services)

New Delhi, the 2nd June, 2011

S. O. 1503.—In exercise of the powers conferred by clause (a) of sub-section (1) of Section 6 read with sub-section (2) thereof and sub-section (1) of section 7 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Central Government, in consultation with the Reserve Bank of India, hereby appoints Shri Prakash Bakshi (DOB : 1-10-1953), Executive Director, National Bank for Agriculture and Rural Development, as Chairman, National Bank for Agriculture and Rural Development (NABARD) with effect from the date of his assuming charge of the post and up to the date of his superannuation i.e. 30-09-2013 or until further orders, whichever is earlier.

[F.No. 7/1/2007-BO-I]

SAMIR K. SINHA, Director

मुख्य आयुक्त का कार्यालय, सीमा शुल्क, गुजरात क्षेत्र

अधिसूचना संख्या-1/2011-12

अहमदाबाद, 2 जून, 2011

का. आ. 1504.—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली द्वारा जारी अधिसूचना संख्या 33/94-सी.शु. (गै.टै.), दि. 1 जुलाई, 1994 तथा संशोधित अधिसूचना संख्या 122/2004 -(गै.टै.), दिनांक 21-10-2004 द्वारा सीमा शुल्क अधिनियम, 1962 की धारा 152 के खंड (क) के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए, मैं, लिपिका मजुमदार रॉय चौधरी, मुख्य आयुक्त, सीमा शुल्क, गुजरात क्षेत्र, अहमदाबाद एतद्वारा सीमा शुल्क अधिनियम, 1962 की धारा 9 के अंतर्गत गाँव "भारपर", तालुका-गांधीधाम, जिला-कच्छ, राज्य-गुजरात को भंडारण स्टेशन होने के रूप में घोषित करती हूँ।

[फा. सं. VIII/48-223/टी/सीसीओ/2010]

लिपिका मजुमदार रॉय चौधरी, मुख्य आयुक्त, सीमा शुल्क

OFFICE OF THE CHIEF COMMISSIONER OF
CUSTOMS, GUJARAT ZONE

NOTIFICATION NO. 1/2011-12

Ahmedabad, the 2nd June, 2011

S. O. 1504.—In exercise of powers delegated to the undersigned vide Notification No. 33/94-CUS (N.T.) dated 01-07-1994 as amended by Notification No. 122/2004 (N.T.) dated 25-10-2004 by the Government of India, Ministry of Finance, Department of Revenue, New Delhi under clause (a) of Section 152 of the Customs Act, 1962. I, Lipika Majumdar Roy Choudhury, Chief Commissioner of Customs, Gujarat Zone, hereby declare village "BHARAPAR", Taluka - Gandhidham falling under the

district of Kutch in the State of Gujarat, as Warehousing Station under Section 9 of the Customs Act, 1962.

[F.No. VIII/48-223/T/CCO/2010]

LIPIKA MAJUMDAR ROY CHOUDHURY,
Chief Commissioner, Customs

शहरी विकास मंत्रालय

नई दिल्ली, 30 मई, 2011

का. आ. 1505.—केन्द्र सरकार, दिल्ली विकास अधिनियम, 1957 (1957 का 61) की धारा 3 की उप-धारा (3) के खंड (छ) के साथ पठित उप-खण्ड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री अरुण गोयल, संयुक्त सचिव (दिल्ली एवं भूमि), शहरी विकास मंत्रालय को तत्काल प्रभाव से दिल्ली विकास प्राधिकरण में सदस्य के रूप में नामित करती है।

[फा. सं. के-11011/21/2004-डीडी-1 ए]
एन. टी. जोसेफ, अवर सचिव (डीडी-1 ए)

MINISTRY OF URBAN DEVELOPMENT

New Delhi, the 30th May, 2011

S. O. 1505.—In exercise of the powers conferred by sub-section (1), read with clause (g) of sub-section (3) of Section 3 of the Delhi Development Act, 1957 (61 of 1957), the Central Government hereby nominates Shri Arun Goel, Joint Secretary (Delhi & Lands), Ministry of Urban Development, as Member of the Delhi Development Authority with immediate effect.

[F.No. K-11011/21/2004-DDIA]
N. T. JOSEPH, Under Secy. (DDIA)

मानव संसाधन विकास मंत्रालय
(उच्चतर शिक्षा विभाग)
(राजभाषा प्रभाग)

नई दिल्ली, 31 मई, 2011

का. आ. 1506.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम 4 के अनुसरण में मानव संसाधन विकास मंत्रालय (उच्चतर शिक्षा और साक्षरता विभाग) के अन्तर्गत नवोदय विद्यालय समिति के अधीन जवाहर नवोदय विद्यालय, रुद्रप्रयाग (उत्तराखण्ड) को, ऐसे कार्यालय के रूप में, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[फा.सं.-11011-1/2011-रा.भा.ए.]
आर. सी. मीना, आर्थिक सलाहकार

MINISTRY OF HUMAN RESOURCE
DEVELOPMENT
(Deptt. of Higher Education)
(O. L. Division)

New Delhi, the 31st May, 2011

S. O. 1506.—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the Jawahar Navodaya Vidyalaya, Rudraprayag (Uttarakhand) an office of Navodaya Vidyalaya Samiti under the Ministry of Human Resource Development (Deptt. of School Education and Literacy) as office, whose more than 80% members of the staff have acquired working knowledge of Hindi.

[F.No. K-11011-1/2011-O.L.U.]
R. C. MEENA, Economic Adviser

उपभोक्ता मायले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मायले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 24 मई, 2011

का.आ. 1507.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिरिक्त भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 3502: 2009 इस्पात की चारखानेदार प्लेटें (तीसरा पुनरीक्षण)	आई एस 3502: 1994	15 जून, 2011

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 4/टी-95]

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 24th May, 2011

S.O. 1507.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl.No.	No. and Year of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 3502 : 2009 Steel Chequered Plates (third revision)	IS 3502 : 1994	15th June, 2011

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD 4/T-95]

P. GHOSH, Sc. 'F' & Head (MTD)

नई दिल्ली, 24 मई, 2011

का.आ. 1508.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 14272 : 2011 स्वचालित वाहन-टाईप-शब्दावली (पहला पुनरीक्षण)	14272 (भाग 1) : 1995	1 मई, 2011
2.	आई एस 15901 : 2010 स्वचल वाहन-एम 1 श्रेणी के वाहनों पर बम्पर फिटमेंट-परीक्षण पद्धतियाँ	—	1 मई, 2011

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : टी ई डी / जी-16]

टी. वी. सिंह, वैज्ञानिक 'एफ' एवं प्रमुख (टी ई डी)

New Delhi, the 24th May, 2011

S.O. 1508.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl.No.	No., Year and Title of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 14272 : 2011 Automotive Vehicles-Types-Terminology (first revision)	14272 (Part 1): 1995	1 May, 2011
2.	IS 15901 : 2010 Automotive vehicles - Bumper fitment on M 1 category of vehicles - Test methods	-	1 May, 2011

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: TED/G-16]

T.V. SINGH, Sc. 'F' & Head (Transport Engg.)

नई दिल्ली, 25 मई, 2011

का. आ. 1509.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 11585: 2009 30, 40, 60, और 100 किलो लीटर की दुग्ध भंडारण क्षमता के ऊष्मारोधित स्टेनलेस स्टील के साइलो -विशिष्ट (पहला पुनरीक्षण)	आई एस 11585: 1986	31 मई, 2011
2.	आई एस 15889: 2011 रिकॉम्बिनेन्ट डी एन ए सूक्ष्मजीवों के प्रयोग से उत्पादित खाद्य पदार्थों के खाद्य सुरक्षा आकलन के संचालन के लिए दिशानिर्देश	-	31 मई, 2011

इन भारतीय मानक (कों) की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : एफएडी / जी-128]

डा. आर. के. बजाज, वैज्ञानिक 'एफ' एवं प्रमुख (खाद्य एवं कृषि)

New Delhi, the 25th May, 2011

S.O. 1509.—In pursuance of Clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl.No.	No. and Year of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 11585 : 2009 Insulated stainless steel silos for milk storage capacity 30, 40, 60 and 100 kilo litres — Specification (first revision)	IS 11585: 1986	31 May, 2011
2.	IS 15889 : 2011 Guidelines for the conduct of food safety assessment of foods produced using recombinant-DNA micro-organisms.	-	31 May, 2011

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: FAD/G-128]

Dr. R. K. BAJAJ, Scientist 'F' and Head (Food & Agri.)

नई दिल्ली, 26 मई, 2011

का. अ. 1510.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों का विवरण नीचे अनुसूची में दिया गया है वे स्थापित हो गए हैं :-

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 115902: 2010 नसिंग होम हेतु दिशानिर्देश	—	नवम्बर, 2010
2.	आई एस 15904: 2010 डॉटल क्लीनिक सहित सिंगल डाक्टर क्लीनिक हेतु दिशानिर्देश	—	नवम्बर, 2010

(1)	(2)	(3)	(4)
3.	आई एस/आई ई सी 60336: 2005 चिकित्सीय विद्युत उपस्कर-चिकित्सा निदान के लिए एक्स-रे नली समुच्चय फोकल- स्पॉट के अभिलक्षण	आई एस 12024: 1986	अक्टूबर, 2010

इस मानक की प्रतियाँ भारतीय मानक ब्यूरो, मॉनक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा राजस्थान कार्यालयों : जयपुर, कोलकाता, बंगलौर, पोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमएचडी / जी-3.5]

रमेश कुमार, वैज्ञानिक 'एफ' एवं प्रमुख (एमएचडी)

New Delhi, the 26th May, 2011

S.O. 1510.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl.No.	No. and Year of the Indian Standards	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 15902 : 2010 Guidelines for Nursing Home	—	November, 2010
2.	IS 15904 : 2010 Guidelines for Single Doctor Clinic including Dental Clinic	—	November, 2010
3.	ISO/IEC 60336 : 2005 Medical Electrical Equipment - X-ray tube assemblies for medical diagnosis - characteristics of focal spots	IS 12024 : 1986	October, 2010

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: MHD/G-3.5]

RAMESH KUMAR, Scientist 'F' and Head (MHD)

नई दिल्ली, 31 मई, 2011

का.आ. 1511.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अधिसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :-

अनुसूची

क्रम सं.	संशोधन की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 648: 2006 अतप्त बेल्लित गैर दिशात्मक विद्युत - इस्पात की चदर एवं पत्ती - पूर्ण प्रक्रियित प्ररूप - विशिष्ट (पाचवां पुनरीक्षण)	संशोधन संख्या 3 मई 2011	26-5-2011

इस संशोधन की प्रति भारतीय मानक ब्यूरी, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तपुरम में निम्नी देते उपलब्ध हैं।

तिथि 31-05-2011

(संशोधन : एमईसी 4/ टी-23)

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एम टी ई)

New Delhi, the 31st May, 2011

S.O. 1511.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl.No.	No. and Title of the Standards (s)	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 648 : 2006 Cold rolled non-orientated electrical steel sheet and strip - Fully processed type - Specification (fifth revision)	Amendment No.3 May 2011	26-5-2011

Copy of these Amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

Date : 31 May, 2011

(संशोधन : एमईसी 4/ टी-23)

P. GHOSH, Sc. 'F' & Head (Met Engrg)

नई दिल्ली, 31 मई, 2011

क्र.सं. 1512.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अधिसूची में दिये गये मानक (सं.) में संशोधन किया गया/किये गये हैं :-

अनुसूची

क्रम सं.	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 3005(पार्ट 2): 1979 कोरे डलवी इस्पात के इंगट सांचे, स्टूल और धातुमल लैंडल की विशिष्ट भाग 2 आठ टन से अधिक भार के डलवी इस्पात के इंगट सांचे (पहला पुनरीक्षण)	संशोधन संख्या 1 मई 2011	31-5-2011

इस संशोधन की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध है।

तिथि 31-05-2011

[संदर्भ : एमटीडी 6 टी-2]

प्रो. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 31st May, 2011

S.O. 1512.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Act, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

SCHEDULE

Sl.No.	No. and Title of the Standards (s)	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 3005(Part 2): 1979 Specification for grey cast iron ingot moulds, stools and slag ladles Part 2 Grey cast iron ingot moulds of mass more than eight tonnes (first revision)	Amendment No. 1 May 2011	31-5-2011

Copies of these amendments are available for sale with the Bureau of Indian Standards, Minak Bhawan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

Date 31-5-2011

P. GHOSH, Sc. F & Head (Met Engg)

नई दिल्ली, 31 मई, 2011

का.आ. 1513.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अधिसूची में दिये गये मानक (कों) में संशोधन किया गया (किये गये हैं) :-

अनुसूची

क्रम सं.	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 649: 1997 शक्ति विद्युतीय उपकरणों के चुम्बकीय परिपथ के लिए इस्पात चद्दरों की परीक्षण विधि (दूसरा पुनरीक्षण)	संशोधन संख्या 2 मई 2011	31-5-2011

इस संशोधन की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, पुणे, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा त्रिवेणन्तपुरम में बिक्री हेतु उपलब्ध हैं।

तिथि : 31-5-2011

[संदर्भ : एमटीडी 4/ टी-200]

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 31st May, 2011

S.O. 1513.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl.No.	No. and Title of the Standards (a)	No. and Year of the amendment	Date of which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 649: 1997 Methods of testing steel sheets for magnetic circuits of power electrical apparatus (second revision)	Amendment no.2 May 2011	31-5-2011

Copies of these amendment are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

Date: 31-5-2011

[Ref: MTD 4/T-200]

P. GHOSH, Sc. 'F' & Head (Met Engg)

नई दिल्ली, 2 जून, 2011

वि. आ. 1514.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 11948: 2010 स्विचिंग वोल्टेज - स्टीयरिंग प्रवास - मूल्यांकन पद्धति (दूसरा पुनरीक्षण)	11948 : 1999	31 मई, 2011

(1)	(2)	(3)	(4)
2	आई एस 14664: 2010 स्वचालित वाहन - दुपहिया एवं तिपहिया मोटर वाहनों की ब्रेकिंग प्रणाली हेतु कार्यकारित -अपेक्षाएं तथा परीक्षण प्रक्रिया (पहला पुनरीक्षण)	14664 : 1999	31 मई, 2011
3	आई एस 15886: 2010 सड़क वाहन - बैटरी चालित वाहन -रीति संहिता	-	31 मई, 2011

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : टीईडी /बी-16]

टी. वी. सिंह, वैज्ञानिक 'एफ' एवं प्रमुख (टीईडी)

New Delhi, the 2nd June, 2011

S.O. 1514.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl.No.	No., Year and title of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date Established
(1)	(2)	(3)	(4)
1.	IS 11948 : 2010 Automotive vehicles - Steering effort -Method of evaluation (second revision)	11948 : 1999	31 May 2011
2.	IS 14664 : 2010 Automotive vehicles - Performance requirements and testing procedure for braking system of two and three wheeled motor vehicles (first revision)	14664 : 1999	31 May 2011
3.	IS 15886 : 2010 Road vehicles - Battery operated vehicles - Code of practice	-	31 May 2011

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref:TED/G-16]

T. V. SINGH, Scientist 'F' and Head (Transport Engg.)

नई दिल्ली, 2 जून, 2011

क्र.आ. 1515.—भारतीय मानक ब्यूरो (प्रमाणन) विनियमन 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थापित कर दिया गया है :—

अनुसूची

क्र. सं.	लाइसेंस संख्या सी एम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	6843383	मैसर्स चन्द्रा मिनरल्स सं. 1/36, अन्डिकाडु थोट्टम, नोचि पालयम, करैपुदुर गाँव, कोयम्बतूर-641605	पैकेजबंद पेय जल, IS 14543:2004	16-11-2010
2.	6900066	मैसर्स ए.आर.एस. वाटर्स सं. 6/50/2, तिरुनीलकण्ठर सड़क, अविनाशि-641652	पैकेजबंद पेय जल, IS 14543:2004	16-11-2010
3.	3339458	मैसर्स एग्रो कास्ट पम्प प्रोडक्ट्स एस एफ सं. 162, ग्रास हिल रोड कामधेनु नगर के. आर. पुरम, गणपति पोस्ट, कोयम्बतूर-641006	निम्ज्जनीय पंप सेट के लिए मोटर, IS 9283:1995	16-12-2010
4.	3339559	मैसर्स एग्रो कास्ट पम्प प्रोडक्ट्स एस एफ सं. 162, ग्रास हिल रोड, कामधेनु नगर, के. आर. पुरम, गणपति पोस्ट, कोयम्बतूर-641006	निम्ज्जनीय पंप सेट, IS 8034:2002	16-12-2010
5.	6634071	मैसर्स एग्रो कास्ट पम्प प्रोडक्ट्स एस एफ सं. 162, ग्रास हिल रोड कामधेनु नगर के. आर. पुरम, गणपति पोस्ट, कोयम्बतूर-641006	मोटर कुओं के निम्ज्जनीय पंप सेट IS 14220:1994	16-12-2010

[सं. सीएमडी/13 : 13]

वर्गीय ऑय, वैज्ञानिक 'शुद्ध' एवं प्रमुख

New Delhi, the 2nd June, 2011

S.O. 1515.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/suspended with effect from the date indicated against each :

SCHEDULE

SL No.	Licence No. CM/L	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	6843383	M/s Chandra Minerals No. 1/36, Andikadu Thottam, Nochi Palayam, Karai Pudur Village, Coimbatore -641605	Packaged drinking water, IS 14543:2004	16-11-2010

(1)	(2)	(3)	(4)	(5)
2.	633006	M/s A.R. S. Waters No. 6/50/2, Thirunelkandam Street, Avinashi-641652	Packaged Drinking Water, IS 94543:2004	16-12-2010
3.	3339458	M/s. Agro-Cast Pump Products SF No. 162, Glass Hill Road, Kamadhenu Nagar, K.R. Puram, Ganapathy Post, Coimbatore-641006	Motors for Submersible Pumpsets, IS 9283:1995	16-12-2010
4.	3339559	M/s. Agro-Cast Pump Products SF No. 162, Glass Hill Road, Kamadhenu Nagar, K. R. Puram, Ganapathy Post, Coimbatore-641006	Open Well Submersible Pumpsets, IS 9034:2002	16-12-2010
5.	6634071	M/s. Agro-Cast Pump Products SF No. 162, Glass Hill Road, Kamadhenu Nagar, K. R. Puram, Ganapathy Post, Coimbatore-641006	Openwell Submersible Pumpsets, IS 14220:1994	16-12-2010

(No. CMD/13: 13)

VARGHESE JOY, Scientist 'F' & Head

नई दिल्ली, 2 जून, 2011

सं.आ. 1518.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-विध (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि/वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का संकेत	भा.मा.सं. (भाग अनुपात) वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	3327653	20100302	मेसर्स सेन्ट्रल एग्जिक्यूटिव एण्ड सिमेंट प्रोडक्शन एंड एस. सं. 67, फलातुरे रोड, मडुबक्की (के.एस. रो.), कोयंबटूर-641105	पोर्टलैंड पोर्जोलेना सिमेंट-भाग 1-प्ले ऐश युक्त	IS 1489 (Part 1) : 1991
2.	3329657	20100302	मेसर्स मेक्सबी इंडस्ट्रीस एस.एफ. सं. 264/5, कुरुक्कमपालयम रोड, कुन्नतुर रोड, गणेशपुरम पोस्ट, कोयंबटूर-641107	साफ ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पंप	IS 8472 : 1998
3.	3329758	20100303	मेसर्स एम.ई.टी.एस एस.एफ. सं. 135 B, विन्नातोर्टम, विन्नावेदमपट्टी, कोयंबटूर-641106	विन्नावेदम पंप सेट के लिए मोटर	IS 9283 : 1995

(1)	(2)	(3)	(4)	(5)	(6)
4.	3330341	20100320	मेसर्स हरी इंडस्ट्रीस 3/1 अतनुर अम्मन कोविल स्ट्रीट, गणपति, कोयम्बतूर-641006	गहरे कुओं के निमज्जनीय पंप सेट	IS 8034 : 1994
5.	3333547	20100315	मेसर्स हरी इंडस्ट्रीस 5/1 अतनुर अम्मन कोविल स्ट्रीट, गणपति, कोयम्बतूर-641006	निमज्जनीय पंप सेट	IS 8034 : 2002
6.	3337757	20100319	मेसर्स मीनू पम्पस & स्पेयर्स 14/116 कादूर स्ट्रीट, पाप्पनायकनपालयम, कोयम्बतूर-641037	कृषि तथा जल आपूर्ति के लिए साफ ठंडे पानी के बिजली के मोनोसेट पम्पस	IS 9079 : 2002
7.	3338153	20100319	मेसर्स प्रभू इंडस्ट्री सं. 733/4A, तोटिटपालयम रोड सिविल ऐरोडोम पोस्ट, कोयम्बतूर-641014	गहरे कुओं के निमज्जनीय पंप सेट	IS 14220 : 1994
8.	3335955	20100319	मेसर्स जय खांसी इंडस्ट्रीस यूनिट-3 एस एफ सं. 301, दुरै स्वामी ले ऑट, आवारमपालयम, कोयम्बतूर-641006	निमज्जनीय पंप सेट के लिए मोटर	IS 9283 : 1995
9.	3338254	20100326	मेसर्स जगन्नाथ इंडस्ट्रीस सं. 1, तुल्सीअम्माल ले ऑट, मणिस थियेटर के सामने, दूसरा स्ट्रीट, लक्ष्मीपुरम, कोयम्बतूर-641004	साफ ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पंपस	IS 8472 : 1998
10.	3337858	20100326	मेसर्स मीनू पम्पस & स्पेयर्स 14/116, कादूर स्ट्रीट, पाप्पनायकनपालयम, कोयम्बतूर-641037	साफ ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पंपस	IS 8472 : 1998
11.	3339862	20100331	मेसर्स मेहला मेशिन्स इंडिया लिमिटेड 5/43-B, अविनाशि रोड, कनियूर, करुमतमपट्टी के मार्ग से, पल्लडम तालुक, कोयम्बतूर-641659	निमज्जनीय पंप सेट	IS 8034 : 2002
12.	3339761	20100331	मेसर्स सौदाम्बिका स्टील्स एस एफ सं. 570/3, 4S, 4B & 571/1, तोटिटयन तोट्टम, कतिरनायकनपालयम, के. वडमदुरै पोस्ट, कोयम्बतूर-641017	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात छड़ और तार	IS 1786 : 1983

(1)	(2)	(3)	(4)	(5)	(6)
13.	3339559	20100331	मेसर्स एग्रो कास्ट पम्प प्रोडक्ट्स एस एफ सं. 162, ग्रास हिल रोड, कामधेनु नगर, के. आर. पुरम, गणपति पोस्ट, कोयम्बतूर-641006	निम्नजनीय पंप सेट	IS 8034 : 2002
14.	3339458	20100331	मेसर्स एग्रो कास्ट पम्प प्रोडक्ट्स एस एफ सं. 162, ग्रास हिल रोड, कामधेनु नगर, के. आर. पुरम, गणपति पोस्ट, कोयम्बतूर-641006	निम्नजनीय पंप सेट के लिए मोटर	IS 9283 : 1995

[सं. सीएमडी/13 : 11]

वर्गीस जॉय, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 2nd June, 2011

S.O. 1516.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	3327653	20100302	M/s. Senthel Aggregates and Cement Products SF No. 67, Palathurai Village, Madukkarai (Via), Coimbatore-641105	Portland pozzolana cement Part 1 Flyash based	IS 1489 (Part 1) : 1991
2.	3329657	20100302	M/s. Maxbe Industries SF No. 264/5 Kurukkampalayam Road, Kunnathur Village, Ganesapuram Post, Coimbatore-641107	Centrifugal Regenerative pumps for clear, cold water	IS 8472 : 1998
3.	3329758	20100305	M/s. Hari Industries SF 135 B/1 Chinnathottam, Chinnavedampatti Coimbatore-641006	Motors for submersible Pumpsets	IS 9283 : 1995
4.	3330541	20100308	M/s. Sri Hari Industries 5/1, Athanur Amman Kovil Street, Ganapathy, Coimbatore-641006	Openwell Submersible Pumpsets	IS 14220 : 1994
5.	3333547	20100315	M/s. Sri Hari industries 5/1, Athanur Amman Kovil Street, Ganapathy, Coimbatore-641006	Submersible Pumpsets	IS 8034 : 2002
6.	3337757	20100319	M/s. Minu Pumps & Spares 14/116 Kattoor Street, Pappanaickenpalayam, Coimbatore-641037	Electric Monoset Pumps for Clear, Cold Water for Agricultural and Water Supply Purposes	IS 9079 : 2002

(1)	(2)	(3)	(4)	(5)	(6)
7.	3338153	20100319	M/s. Prabhu Industry No. 733/4aA Thottipalayam Road, Civil Aerodrome Post Coimbatore-641014	Openwell Submersible Pumpsets	IS 14220 : 1994
8.	3335955	20100319	M/s. Jai Jansi Industries Unit-3 SF No. 301, Durai Swamy Lay Out, Avaram Palayam Coimbatore-641006	Motors for submersible Pumpsets	IS 9283 : 1995
9.	3338254	20100326	M/s. Jagannath Industries No. 1, Thulasiammal Layout, Opp. Manis Theatre, Second Street, Lakshmipuram, Coimbatore-641004	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
10.	3337858	20100326	M/s. Minu Pumps & Spares 14/116 kattoor Street, Pappanaickenpalayam, Coimbatore-641037	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
11.	3339862	20100331	M/s. Mehala Machines India Limited 5/43 B, Avanashi Road, Kaniyur, Karunathampatti Via, Palladam Tk Coimbatore-641659	Submersible Pumpsets	IS 8034 : 2002
12.	3339761	20100331	M/s. Sowdambikaa Steels SF No. 570/3 4A, 4B & 571/1, Thottian Thottam, Kathimaickenpalayam, K. Vadamadurai Post, Coimbatore-641017	High strength deformed steel bars and wires for concrete reinforcement	IS 1786 : 2008
13.	3339559	20100331	M/s. Agro-Cast Pump Products SF No. 162, Grass Hill Road, Kamadhenu Nagar, K.R. Puram, Ganapathy Post, Coimbatore-641006	Submersible Pumpsets	IS 8034 : 2002
14.	3339458	20100331	M/s. Agro-Cast Pump Products SF No. 162, Grass Hill Road, Kamadhenu Nagar, K.R. Puram, Ganapathy Post, Coimbatore-641006	Motors for Submersible Pumpsets	IS 9283 : 1995

[No. CMD/13 : 11]

VARGHESE JOY, Scientist. 'F' & Head

नई दिल्ली, 2 जून, 2011

का.आ. 1517.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि/वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा सं. (भाग/अनुभाग): वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	3340948	20100401	मेसर्स एस. ए. ऐवी मल्टी पम्प्स प्रायवेट लिमिटेड, 9/23ए मेदुपालयम रोड, नरसिम्हा नायकन पालयम, कोयम्बतूर-641031	गहरे कुओं के निम्ज्जनीय पंप सेट	IS 14220 : 1994

(1)	(2)	(3)	(4)	(5)	(6)
2.	3340645	20100401	मेसर्स बाबा इंजीनियरिंग वर्क्स 1/16, श्रीनीवासा नगर, के. आर. पुरम, आवारमपालयम, कोयम्बतूर-641006	साफ ठंडे पानी के लिए अपकेन्द्रीय पुनरुत्पादक पम्प	IS 8472 : 1998
3.	3344.047	20100408	मेसर्स वासन्ती इंजीनियरिंग सं. 119, दुरैस्वामी ले औट, आवारमपालयम, कोयम्बतूर-641105	साफ ठंडे पानी के लिए अपकेन्द्रीय पुनरुत्पादक पम्प	IS 8472 : 1998
4.	3344148	20100408	मेसर्स वासन्ती इंजीनियरिंग सं. 119, दुरैस्वामी ले औट, आवारमपालयम, कोयम्बतूर-641105	कृषि तथा जल आपूर्ति के लिए साफ ठंडे पानी के बिजली के मोनोंसेट पम्प	IS 9079 : 2002
5.	3346051	20100409	मेसर्स एस. ए. ऐवी मल्ट पम्पस प्रायवेट लिमिटेड, 9/23, मेट्टुपालयम रोड, नरसिम्हा नायकन पालयम, कोयम्बतूर-641031	निमज्जनीय पंप सेट	IS 8034 : 2002
6.	3346657	20100413	मेसर्स वी.टी.एम. एक्वा एस एफ सं. 400/2, कूलीपालयम आर. एस. (उत्तर), वावि पालयम पोस्ट, रिंग रोड के पास, पेरुमनल्लूर गाँव, तिरुप्पुर-641666	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14453 : 2004
7.	3349461	20100420	मेसर्स एपेक्स इंडस्ट्री सं. 334/2, राजागोपाल ले औट, इलन्गो नगर, कोयम्बतूर-641006	गहरे कुओं के निमज्जनीय पंप सेट	IS 14220 : 1994

[सं. सी.एम.डी/13 : 11]

वर्गीस जॉय, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 2nd June, 2011

S.O. 1517.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	3340948	20100401	M/s. S.A. Ivy Multi Pumps Private Limited, 9/23 Mettupalayam Road, Narasimha Naicken Palayam Coimbatore-641031	Openwell Submersible Pumpsets	IS 14220 : 1994

(1)	(2)	(3)	(4)	(5)	(6)
2.	3340645	20100401	M/s. Baba Engg. Works 1/16, Srinivasa Nagar, K.R. Puram, Avarampalayam, Coimbatore-641006	Centrifugal Regenerative pumps for clear, cold water	IS 8472 : 1998
3.	3344047	20100408	M/s. Vasanthi Engineering No. 119, Duraisamy Layout, Avarampalayam, Road, Peelamedu, Coimbatore-641004	Centrifugal Regenerative pumps for clear, cold water	IS 8472 : 1998
4.	33441487	20100408	M/s. Vasanthi Engineering No. 119, Duraisamy Layout, Avarampalayam, Road, Peelamedu, Coimbatore-641004	Electric Monoset Pumps for Clear, Cold Water for Agricultural and Water Supply Purposes	IS 9079 : 2002
5.	3346051	20100409	M/s. S.A. Ivy Multi Pumps Private Limited, 9/23 Mettupalayam Road, Narasimha Naicken Palayam Coimbatore-641031	Submersible Pumpsets	IS 8034 : 2002
6.	3346657	20100413	M/s. V.T.M. Aqua SF No. 400/2 Koolipalayam R.S. (North), Navi Palayam Post, Near Ring Road, Perumanallur Village Tirupur-641666	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
7.	3349461	20100420	M/s. Apex Industry O No. 334/2, Rajagopal Lay Out, Elango Nagar, Coimbatore-641006	penwell Submersible Pumpsets	IS 14420 : 1994

[No. CMD/13 : 11]

VARGHESE JOY, Scientist 'F' & Head

नई दिल्ली, 2 जून, 2011

का.आ. 1518.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि/वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा सं. (भाग अनुभाग) वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	3471761	20110316	मेसर्स मही इंजीनियरिंग (प्र.) लिमिटेड, यूनिट-II, सं 282/2, कालापट्टी रोड, कोयम्बतूर-641048	पंप-अपकेन्द्रीय स्वतः प्रायमिंग	IS 8418 : 1999
2.	3471256	20110317	मेसर्स जे के बी एस फूड्स द. सं. 9/387, पननुरै तोट्टम, सिरुवाणि मुख्य रोड, कालमपालयम पोस्ट, पेरूर-चेट्टीपालयम, कोयम्बतूर-641010	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004

(1)	(2)	(3)	(4)	(5)	(6)
3.	3471559	20110317	मेसर्स अम्मन इंजीनियरिंग सं. 154/17, कुलतुपुन्ने सड़क, आर.के.आर. नगर, धारापुरम तालुक, ईरोड-638656	निमज्जनीय पंप सेट	IS 8034 : 2002
4.	3473765	20110318	मेसर्स श्री अम्मन पॉलीमर्स प्रायवेट लिमिटेड एस एफ सं. 16, कलंगल गाँव रोड, सुलूर कोयम्बतूर-641402	पेयजल आपूर्ति के लिए अप्लास्टिकृत पी वी सी पाइप	IS 4985 : 2000
5.	3476569	20110328	मेसर्स शार्प इंडस्ट्रीस एस एफ सं. 801/1-A, सिद्रा रोड, कालापट्टी, कोयम्बतूर-641035	निमज्जनीय पंप सेट	IS 8034 : 2002
6.	3476468	20110328	मेसर्स शार्प इंडस्ट्रीस एस एफ सं. 801/1-A, सिद्रा रोड, कालापट्टी, कोयम्बतूर-641035	गहरे कुओं के निमज्जनीय पंप सेट	IS 14220 : 1994
7.	3477470	20110328	मेसर्स स्टार्क मॉर्टर्स सं. 96, सिद्रा रोड, कालापट्टी, कोयम्बतूर-641035	साफ ठंडे पानी के लिए अपकेन्द्रीय पुनरुत्पादक पंप्स	IS 8472 : 1998
8.	3477268	20110328	मेसर्स अग्री पम्प इंडस्ट्रीस 472, मणियकरमपालयम रोड, नल्लमपालयम, कोयम्बतूर-641006	निमज्जनीय पंप सेट	IS 8034 : 2002
9.	3477369	20110328	मेसर्स अग्री पम्प इंडस्ट्रीस 472, मणियकरमपालयम रोड, नल्लमपालयम, कोयम्बतूर-641006	निमज्जनीय पंप सेट के लिए मोटर	IS 9283 : 1995
10.	3477874	20110329	मेसर्स टार्क इंजीनियर्स सं. 59, अरसामरम, तीसरा सड़क, गणपति पोस्ट आवारमपालयम, कोयम्बतूर-641006	निमज्जनीय पंप सेट	IS 4985 : 2000
11.	3477773	20110329	मेसर्स टार्क इंजीनियर्स सं. 59, अरसामरम, तीसरा सड़क, गणपति पोस्ट, आवारमपालयम, कोयम्बतूर-641006	निमज्जनीय पंप सेट के लिए मोटर	IS 8034 : 2002
12.	3478775	20110330	मेसर्स विजयलक्ष्मी मिनरल्स 16/3, अस्पताल सड़क, पेरूर मुख्य रोड, मदुक्कुरै ब्लॉक, सुन्दक्कामुतुर, कोयम्बतूर-641010	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14220 : 1994
13.	3480964	20110331	मेसर्स वी एस जे मिनरल्स एस एफ सं. 264/4, सिरुवाणि मुख्य रोड, मादमपट्टी, कोयम्बतूर-641010	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 8472 : 1998

(1)	(2)	(3)	(4)	(5)	(6)
14.	3479979	20110331	मेसर्स न्यूटेक केबल्स # 544/1, चिन्नामड्डमपालयम, बिलिचि पोस्ट, पी. एन. पालयम ब्लॉक, कोयम्बतूर-641019	पी वी सी रोडित केबिल	IS 8034 : 2002

[सं. सीएमडी/13 : 11]

वर्गिस जॉय, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 2nd June, 2011

S.O. 1518.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	3471761	20110316	M/s. Mahee Engineering (P) Ltd., Unit-II, No. 282/2, Kalapatty Road, Coimbatore-641048	Horizontal Centrifugal Self-Priming pumps	IS 8418 : 1999
2.	3471256	20110317	M/s. J K B S Foods D. No. 9/387, Panangurai Thottam, Siruvani Main Road, Kalampalayam (P.O.), Perur-Chettipalayam, Coimbatore-641010	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
3.	3471559	20110317	M/s. Amman Engineering No. 154/17, Kulathupunjai Street, R.K.R. Nagar, Dharapuram (Tk.), Erode-638656	Submersible Pumpsets	IS 8034 : 2002
4.	3473765	20110318	M/s. Sri Amman polymers Private Limited SF No. 16, Kalangal Village Road, Sular, Coimbatore-641402	UPVC pipes for potable water supplies	IS 4985 : 2000
5.	3476569	20110328	M/s. Sharp Industries SF No. 801/1-A Sitra Road Kalapatti, Coimbatore-641035	Submersible Pumpsets	IS 8034 : 2002
6.	3476468	20110328	M/s. Sharp Industries SF No. 801/1-A Sitra Road Kalapatti, Coimbatore-641035	Openwell Submersible Pumpsets	IS 14220 : 1994
7.	3477470	20110328	M/s. Stark Motors No. 96, Sitra Road, Kalapatti Post, Coimbatore-641035	Centrifugal Regenerative pumps for clear, cold water	IS 8472 : 1998
8.	3477268	20110328	M/s. Agri Pump Industries 472, Maniyakarampalyam Road, Nallampalayam, Coimbatore-641006	Submersible Pumpsets	IS 8034 : 2002
9.	3477369	20110328	M/s. Agri Pump Industries 472, Maniyakarampalyam Road, Nallampalayam, Coimbatore-641006	Motors for Submersible Pumpsets	IS 9283 : 1995

(1)	(2)	(3)	(4)	(5)	(6)
10.	3477874	20110329	M/s. Tark Engineers No. 59, Arasamaram, 3rd Street, Ganapathy (P.O.), Avarampalayam, Coimbatore-641006	Submersible Pumpsets	IS 8034 : 2002
11.	3477773	20110329	M/s. Tark Engineers No. 59, Arasamaram, 3rd Street, Ganapathy (P.O.), Avarampalayam, Coimbatore-641006	Motors for Submersible Pumpsets	IS 9283 : 1995
12.	3478775	20110330	M/s. Vijayalakshmi Minerals 16/3 Hospital Street, Perur Main Road, Madukarai Block Sundakkamuthur, Coimbatore-641010	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
13.	3480964	20110331	M/s. V S J Minerals SF No. : 264/4, Siruvani Main Road, Madampatti, Coimbatore-641010	Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
14.	3479979	20110331	M/s Newtec Cables #544/1, Chinnamaddampalayam, Bilichi (P.O.), P.N. Palayam Block, Coimbatore-641019	Insulated cables for working voltages upto and including 1100 V	IS 694 : 1990

[No. CMD/13 : 11]

VARGHESE JOY, Scientist. 'F' & Head

नई दिल्ली, 2 जून, 2011

का.आ. 1519.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि/वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भारतीय मानक सं. (भाग/अनुभाग): वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	3460453	20110211	मेसर्स बालाजी मिनरल वाटर एस एफ सं. 277/1, बडक्कु तोट्टम, अम्मापेट्टा ब्लॉक, बूतापाडि गांव एवं पोस्ट, भवानी तालुक, ईरोड-638311	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
2.	3461455	20110211	मेसर्स सेल्बर इलक्ट्रोनिक्स लिमिटेड सामिचेट्टिपालयम, जोतिपुरम पोस्ट, कोयम्बतूर-641047	सामान्य प्रकाश व्यवस्थाओं के लिए स्वतः बालास्टकृत लैम्प	IS 15111 : 2002
3.	3462154	20110223	मेसर्स एशियन टिम्बर इंडस्ट्रीज एस एफ सं. 200/2, अन्धिपालयम गांव पोल्लाची-642120	सामान्य प्रयोजनों के लिए प्लाइवुड	IS 303 : 1989
4.	3462962	20110223	मेसर्स ओरियन्ट इंजीनियरिंग वर्क्स एस एफ सं. 429, एन.जी.आर. स्ट्रीट, तन्नीरपन्दल, पीलमेडु, कोयम्बतूर-641004	एक फेजी छोटे ए.सी. और यूनिवर्सल बिजली के मोटर	IS 996 : 1979
5.	3463762	20110228	मेसर्स रमेश हैटेक पम्पस प्राइवेट लिमिटेड, सं. 1040, भारतियार रोड, पाप्पनायकनपालयम, कोयम्बतूर-641037	गहरे कुओं के निम्नजनीय पंप सेट	IS 14220 : 1994

(1)	(2)	(3)	(4)	(5)	(6)
4.	3463863	20110228	मेसर्स रमेश हिटेक पम्प्स प्राइवेट लिमिटेड, सं. 1040, भारतियार रोड, पाप्पनायकनपालयम, कोयम्बतूर-641037	निमज्जनीय पंप सेट	IS 8034 : 2002

[सं. सीएमडी/13 : 11]

वर्गीस जॉय, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 2nd June, 2011

S.O. 1519.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	3460453	20110211	M/s. Balaji Mineral Water S.F. No. 277/1, Vadakku Thottam Ammappetta Block, Boothapadi Village & Post, Bhavani Taluk, Erode-638311	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
2.	3461455	20110211	M/s. Salzer Electronics Limited Samichettipalayam, Jothipuram (P.O.), Coimbatore-641047	Self Ballasted Lamps for General Lighting Services Part 1 & Part 2)	IS 15111 : 2002
3.	3462154	20110223	M/s. Asian Timber Industries S.F. No. 200/2 B, Andipalayam Village, Pollachi-642120	Plywood for General Purposes	IS 303 : 1989
4.	3462962	20110223	M/s. Orient Engineering Works S.F. No. 429, N.G.R. Street, Thanneerpandal, Peelamedu, Coimbatore-641004	Single Phase small a.c. and universal electric Motors	IS 996 : 1979
5.	3463762	20110228	M/s. Ramesh Hitech Pumps Private limited, No.1040, Bharathiyar Road, Pappanaickenpalayam, Coimbatore-641037	Openwell Submersible Pumpsets	IS 14220 : 1994
6.	3463863	20110228	M/s. Ramesh Hitech Pumps Private limited, No.1040, Bharathiyar Road, Pappanaickenpalayam, Coimbatore-641037	Submersible Pumpsets	IS 8034 : 2002

[No. CMD/13 : 11]

VARGHESE JOY, Scientist 'F' & Head

नई दिल्ली, 2 जून, 2011

क्र.आ. 1520.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि/वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	विवरण (भाग अनुभाग) वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	3356155	20100505	मेसर्स एस पी ए इंडस्ट्रीज सं. 217, सखी रोड, सखीवाड़ा पोस्ट, कोयंबटूर-641035,	विद्युत्तीय पंप सेट के लिए मोटर	IS 9283 : 1995
2.	3357561	20100506	मेसर्स वेलवर्क एक्वा फार्म 230/12, एल्लिकाड, सुब्रमणियापुरम, कोडुमुडि-ब्लॉक, वडिवल्लुगुडालम गांव, ईरोड -638151	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
3.	3356862	20100506	मेसर्स हार्मिन इंडस्ट्रीज 14, रंगमाल कोविल सडक, पीलमंडु कोयंबटूर -641004	छाछ ठंडे पानी के लिए अपकेन्द्रीय पुनरुत्पादक प्रणाली	IS 8472 : 1998
4.	3358159	20100510	मेसर्स जैन इरिगेशन सिस्टम लिमिटेड एस एफ सं. 248/2, 3, 90, एल्लयामुतूर गांव, उडुमलपेट - 642154 कोयंबटूर	सिंचाई उपकरण - इलेक्ट्रिक पाइप पद्धतियां	IS 13488 : 1992
5.	3358361	20100510	मेसर्स शक्ति ऑटो एन्सिलेरी प्रायवेट लिमिटेड, 2/10, इडिगैरी रोड, कुरुमन्डयफालयम, एन.जी.जी.ओ. कॉलोनी, कोयंबटूर-641022	सामान्य कार्यों के लिए बटरफ्लै श्राल्व	IS 13095 : 1991
6.	3364255	20100525	मेसर्स कार्तिक इंडस्ट्रीज 24, ब्रिन्दा ले आउट, कृष्णा नगर, चोक्कमपुदुर रोड, कोयंबटूर-641001	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004

[सं. सीएमडी/13 : 11]

वर्गीस जॉय, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 2nd June, 2011

S.O. 1520.—In pursuance of sub-regulation (5) of the Regulation 4 of the Bureau of Indian Standards (Certification) Regulation, 1988, of the Bureau of Indian Standards, hereby notified the grant of licence particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	3356155	20100505	M/s. SPA Industries No. 217, Sathy Road, Saravanampatti (Post), Coimbatore - 641035	Motors for Submersible Pumpsets	IS 9283 : 1995
2.	3357561	20100506	M/s. Velavan Aqua Farms 230/1,2 Pallikadu, Subramaniamapuram Kodumudi Block, Vadivullamangalam, Village, Erode - 638151	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
3.	3356862	20100506	M/s. Harvin Industries 14, Rangammal Kovil Street, Peelamedu, Coimbatore - 641004	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
4.	3358159	20100510	M/s. Jain Irrigation Systems Ltd. S. F. No. 248/2, 3, 90, Ellayamuthur Village, Udumalpet - 642154	Irrigation Equipment- Emitting pipe systems	IS 13488 : 1992
5.	3358361	20100510	M/s. Sakthi Auto Ancillary Private Limited, 2/10, Idigarai Road, Kurumandampalayam, N. G. G. O. Colony, Coimbatore - 641022	Butterfly Valves for general purposes	IS 13095 : 1991
6.	3364255	20100525	M/s. Karthik Industries 24, Brinda Layout, Krishna Nagar, Chokkampudur Road, Coimbatore - 641001	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004

[No. CMD/13 :

VARGHESE JOY, Scientist 'F' & H

नई दिल्ली, 2 जून, 2011

का.आ. 1521.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उप-नियम (5) के अनुसरण में भारतीय म ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम सं.	लाइसेंस संख्या.	स्वीकृत करने की तिथि/वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं. (भाग/अनुष वर्ष)
(1)	(2)	(3)	(4)	(5)	(6)
1.	3368667	20100615	मेसर्स ट्रिपल 'एस' एक्वा सिस्टम्स एस एफ सं. 360, लूना नगर, तडागम रोड, वेलाण्डिपालयम पोस्ट, कोयम्बतूर - 641023	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004

(1)	(2)	(3)	(4)	(5)	(6)
2.	3370452	20100615	मेसर्स फ्लोटेक एस एफ सं. 739, रामराज नगर, अविनाशि रोड, सिविल एरोड्रोम पोस्ट गोल्डविन्स, कोयम्बतूर -641014	साफ ठंडे पानी के लिए अपकेन्द्रीय पुनरुत्पादक पंप्स	IS 8472 : 1998
3.	3368768	20100615	मेसर्स मॉनोटैक्स इंडस्ट्रीज 44-A, दक्षिण सड़क सं. 2, आवरमपालयम, कोयम्बतूर -641006	कृषि संबंधी अनुप्रयोग के लिए अपकेन्द्रीय पंप्स के तीन फेजी स्विचरस कोज इंडक्शन मोटर्स	IS 7538 : 1996
4.	3372759	20100626	मेसर्स एक्चूरा एलक्ट्रोड्स इंडिया प्रायवेट लिमिटेड सं. 33, नेहरु सड़क, तोट्टिपालयम रोड, चिन्नियमपालयम पोस्ट, कोयम्बतूर	संरचना इस्पात की धातु आर्क वेल्डिंग के लिए आवृत्ति एलक्ट्रोड	IS 814 : 2004

[सं. सीएमडी/13 : 11]

वर्गीस जॉय, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 2nd June, 2011

S.O. 1521.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule :

SCHEDULE

L. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	3368667	20100615	M/s. Triple 'S' Aqua Systems SF No. 360, Luna Nagar, Thadagam Road, Velandipalayam Post, Coimbatore - 641025	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
2.	3370452	20100615	M/s. Flowtech SF No. 739, Ramraj Nagar, Avinashi Road, Civil Aerodrome Post, Goldwins Coimbatore - 641014	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
3.	3368768	20100615	M/s. Monottex Industries 44-A, South Street No. 2, Avarampalayam, Coimbatore - 641006 agricultural	Three-phase squirrel cage induction motors for centrifugal pumps for applications	IS 7538 : 1996
4.	3372759	20100626	M/s. Accura Electrodes India Pvt. Ltd. No. 33, Nehru Street, Thottipalayam Road, Chinnampalayam Post, Coimbatore	Covered Electrodes for Manual Metal Arc Welding of Carbon and Carbon Manganese Steel	IS 814 : 2004

[No. CMD/13 : 11]

VARGHESE JOY, Scientist 'F' & Head

नई दिल्ली, 2 जून, 2011

क्र.आ. 1522.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्ष	भा मा सं. (भाग/अनुभाग): वर्ष
1.	3378872	20100713	मेसर्स गोपाला एक्वा मिनरल्स एस एफ सं. 140/3, मीनाकर रोड, कुम्भीरनपुर पोस्ट, पोल्लाची तालुक, कोयम्बतूर - 642103	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
2.	3378771	20100713	मेसर्स शान्ति पॉल्ट्री फार्म (प्रायवेट) लिमिटेड, पशु के लिए मिश्रित आहार 6/15, मुख्य रोड, कम्पमपट्टी, ओन्डीपुदुर के रास्ते, कोयम्बतूर - 641016		IS 2052 : 1979
3.	3381861	20100714	मेसर्स मीनू पम्प एण्ड स्पेयर्स 14/116, काटूर स्ट्रीट, पम्पनायकनपालयम, कोयम्बतूर - 641037	निमज्जनीय पंप सेट के लिए मोटर	IS 9283 : 1995
4.	3381962	20100714	मेसर्स मीनू पम्प एण्ड स्पेयर्स 14/116, काटूर स्ट्रीट, पम्पनायकनपालयम, कोयम्बतूर - 641037	निमज्जनीय पंप सेट	IS 8034 : 2002
5.	3386265	20100721	मेसर्स मेहला मशीन्स इंडिया लिमिटेड 5/43बी, अविनाशि रोड, कनियूर, करुमतमपट्टी पोस्ट, पल्लडम तालुक, कोयम्बतूर - 641059	ऊर्जा दक्ष प्रेरणा मोटरें - तीन फेजी रिकवरेल केज	IS 12615 : 2004
6.	3385263	20100726	मेसर्स ओम शक्ति एक्वा इंडस्ट्रीस सं. 855, कोम्पमपालयम, कम्पमपट्टी, कुपनूर पोस्ट, अविनाशि तालुक, कोयम्बतूर - 641653	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS : 14543 : 2004
7.	3386467	20100726	मेसर्स एस आर एस इंजीनियर्स 344/1, डॉ. एम एस उदयमूर्ति नगर, तडागम रोड, इडयारपालयम, कोयम्बतूर - 641025	गहरे कुओं के निमज्जनीय पंप सेट	IS : 14228 : 1994

[सं. सी.एच.डी./13:11]

वर्गीस बाँय, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 2nd June, 2011

S.O. 1522.—In pursuance of sub-regulation (5) of the Regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/Sec. Year
1.	3378872	20100713	M/s. Gopalan Aqua Minerals SF. No. : 140/3, Meenkarai Road, Subbegoondempudur (P.O.), Pollachi Taluk, Coimbatore-642103	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
2.	3378771	20100713	M/s. Shanthi Poultry Farm (Pvt.) Ltd. 6/15, Main Road, Pappampatti, Ondipudur (Via), Coimbatore-641016	Compounded Feeds for Cattle	IS 2052 : 1979
3.	3381861	20100714	M/s. Minu Pumps & Spares 14/116, Kattoor Street, Pappanaickenpalayam, Coimbatore-641037	Motors for Submersible Pumpsets	IS 9283 : 1995
4.	3381962	20100714	M/s. Minu Pumps & Spares 14/116, Kattoor Street, Pappanaickenpalayam, Coimbatore - 641037	Submersible Pumpsets	IS 8034 : 2002
5.	3386265	20100721	M/s. Mehala Machines India Ltd., 5/43B, Avinashi Road, Kaniyur, Karumathampatti Post Palladam Tk., Coimbatore-641059	Induction Motors—Energy Efficient Three-Phase, Squirrel Cage	IS 12615 : 2004
6.	3385263	20100726	M/s. Om Sahni Aqua Industries No. 855, Bommampalayam, Mamarathottam, Kuppanur (P.O.), Avinashi (Tk.), Coimbatore- 641653	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
7.	3386467	20100726	M/s. S.R.S. Engineers 344/1, Dr. M.S. Udayamurthy Nagar, Thadagam Road, Edayarpalayam, Coimbatore- 641029	Openwell Submersible Pumpsets	IS 14220 : 1994

[No. CMD/13:11]

VARGHESE JOY, Scientist 'F' & Head

नई दिल्ली, 2 जून, 2011

का.आ. 1523.—भारतीय मानक ब्यूरो (प्रमाणन) विनिर्देश, 1988 के विनियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा मा सं. (भाग/अनुभाग): वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	3388572	20100802	मेसर्स श्री अन्नामलैयार एक्वा इंस्टीट्यूट एस एफ सं. 574/1, चित्रावुतनपालयम गौन, तिरुमलैपालयम पिरिवु, कोयिलुमपालयम, धारपुरम-638656	पैकेज्ड पेयजल (पैकेज्ड मिनेरल जल के अलावा)	IS 14543 : 2004

(1)	(2)	(3)	(4)	(5)	(6)
2.	3388069	20100802	मेसर्स बिल्डन स्टील्स (इंडिया) लिमिटेड, एस एफ सं. 220/1, 2, 3, चिन्ना कनुर, कनुर चेयूर, अविनाशि तालुक, तिरुपुर - 641655	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात के छड़ और तार	IS 1786 : 2008
3.	3390862	20100804	मेसर्स श्री बन्नारी अम्मन पाइप्स कं एस एफ सं. 232, पावर हाऊस रोड, एस एस कुलम पोस्ट, कोण्डयमपालयम गाँव, कोयम्बतूर-641107	पेयजल आपूर्ति के लिए अप्लास्टिक पी वी सी पाइप	IS 4985 : 2000
4.	3391965	20100806	मेसर्स वरुणा हेवन्ली वाटर 625, लक्ष्मी फार्म्स, मथुवरायपुरम, कारुण्या पोस्ट, तोन्डामुतुर ब्लॉक, कोयम्बतूर - 641114	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
5.	3395468	20100813	मेसर्स नीलगिरीस एक्वा नेचुरल एस एफ सं. 663/4बी, 663/25बी, ऊट्टन्दुरै गाँव, ऊमै पालयम, मेदुपालयम तालुक, कोयम्बतूर-641035	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
6.	3400031	20100827	मेसर्स शार्प ईटो प्रोडक्ट्स सं. 9, शक्ति नगर पूर्व, पोलमेडु, कोयम्बतूर - 641004	साफ ठंडे पानी के लिए अपकेन्द्रीय पुनरुत्पादक पंप्स	IS 8472 : 1998

[सं. सी.एम.डी./13:11]

वर्गीस जॉय, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 2nd June, 2011

S.O. 1523.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/Sec. Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	3388572	20100802	M/s. Sri Annamalaiyar Aquva Industries SF. No. 574/1, Chitravuthanpalayam Village, Thirumalaipalayam Pirivu, Kontrasampalayam, Dharapuram-638656	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
2.	3388067	20100802	M/s. Bildon Steels (India) Limited SF No. 220/1, 2, 3, Chinna Kanur, Kanur Cheyur, Avinashi (T.K.), Tirupur-641655	High strength deformed steel bars and wires for concrete reinforcement	IS 1786 : 2008
3.	3390862	20100804	M/s. Sri Bannari Amman's Pipes Co. SF No. 232, Power House Road, S.S. Kulam Post, Kondayampalayam Village, Coimbatore-641107	UPVC pipes for potable water supplies	IS 4985 : 2000
4.	3391965	20100806	M/s. Varuna's Heavenly Water 625, Lakshme Farms, Mathuvarayapuram, Karunya Post, Coimbatore - 641114	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004

(1)	(2)	(3)	(4)	(5)	(6)
5.	3395468	20100813	M/s. Nilgiris Aquaa Natural SF No. 663/4B, 663/5B, Ootandurai Village, Ootmai, Palayam, Mettupalayam Mineral Water (Tk), Coimbatore -641035	Packaged Drinking Water (other than Packaged Natural Water)	IS 14543 : 2004
6.	3400031	20100827	M/s. Sharp Hydro Products No. 9, Sakthi Nagar East, Peelamedu, Coimbatore- 641004	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998

[No. CMD/13:11]

VARGHESE JOY, Scientist 'F' & Head

नई दिल्ली, 2 जून, 2011

का.आ. 1524.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा मा सं. (भाग/अनुभाग): वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	3401740	20100902	मेसर्स शान्ता स्टील्स री-रोलिंग मिल्स प्रा.लि. 77-3, पुलियामरुतु पालयम रोड, सेल्लाकरचल गाँव, पल्लडम तालुक, कोयम्बतूर- 641658	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात के छड़ और तार	IS 1786 : 2008
2.	3402035	20100902	मेसर्स ट्रेटन एक्वा इंडस्ट्री एस एफ सं. 729, बोममपालयम, कुप्पननूर गाँव, अनूर, अविनाशि तालुक, कोयम्बतूर - 641653	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
3.	3405243	20100914	मेसल्स बी.जे.पी. एक्वा फार्म 1/76, नाडर कॉलोनी, बेल्लतूर तालुक, कोयम्बतूर - 641111	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
4.	3405344	20100914	मेसर्स हेमाश्री एक्वा फार्म 7/231, पी बी आर गार्डन, पोन्नेगौन्डनूर, ऊतुकुली आर. एस. (पोस्ट), तिरुप्पुर- 638752	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
5.	3408754	20100915	मेसर्स मेक प्लाईवुड इंडस्ट्रीज एस एफ सं. 119/3, 5, 5/385, कै. कृष्णापुरम, कामानायकनपालयम, पल्लडम - 641658	कंक्रीट के शटरिंग कार्य के लिए प्लाईवुड	IS 4990 : 1993
6.	3406447	20100915	मेसर्स सी.आर. आई. पम्पस प्राइवेट लिमि. तार यूनिट सं. 54, आवारमपालयम रोड, गणपति, कोयम्बतूर - 641006	पी बी सी रोहित कोबिल	IS 694 : 1990

[सं. सी.एम.डी./13:11]

वर्गीस जॉय, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 2nd June, 2011

S.O. 1524.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule :—

SCHEDULE

Sl No.	Licence No.	Grant Date	Name and of Address (Factory) of the Party	Title of the Standard	IS No. Part/Sec. Year
1.	3401740	20100902	M/s. Santha Steels Re-Rolling Mills P. Ltd. 77/3, Puliyamarathu Palayam Road, Sellakarachal Village, Palladam Taluk, Coimbatore- 641658	High Strength deformed steel bars and wires for concrete reinforcement	IS 1786: 2008
2.	3402035	20100902	M/s. Triton Aquatic Industry SF No. 729, Bommammpalayam, Kuppanur Village, Annur, Avinashi Taluk, Coimbatore- 641653	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543: 2004
3.	3405243	20100914	M/s. VJP Aqua Farms 1/76, Nadar Colony, Vellalore Taluk Coimbatore- 641111	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543: 2004
4.	3405344	20100914	M/s. Hemaasree Aqua Farm #7/231, PVR Garden, Ponnegoundanoor, Uttukuli RS (P.O.) Tiruppur - 638752	Packed Drinking Water (other than Packaged Natural Mineral Water)	IS 14543: 2004
5.	3408754	20100915	M/s. Mak Plywood Industries SFNo. 119/3, 5, 5/1385, K. Krishnapuram, Kamanaicken Palayam, Palladam- 641658	Plywood for concrete shuttering works	IS 4990: 1993
6.	3406447	20100915	M/s. C.R.I. Pumps Private Limited Cable Unit, No. 54, Avarampalayam Road, Ganapathy, Coimbatore- 641006	PVC Insulated cables for working voltages upto and including 1100 V	IS 694: 1990

[No. CMD/13:11]

VARGHESE JOY, Scientist 'F' & Head

नई दिल्ली, 2 जून, 2011

का.आ. 1525.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि, वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा मा सं. (भाग/अनुभाग): वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	3415145	20101006	मेसर्स हार्बिन थर्मस एस एफ च 771/बी, कालिपट्टी रोड, नेहरू नगर, सिविल ऐरोड रोड पोस्ट, कोयम्बटूर- 641014	गहरे कुओं के निम्नजनीय पंप सेट	IS 14220 : 1994

(1)	(2)	(3)	(4)	(5)	(6)
2.	3416147	20101006	मेसर्स युनिटैनामिक वैक्यूम पम्पस (इंडिया) प्राइवेट लिमिटेड सं. 20, धनशक्ती नगर इन्डिया मसकालीपालयम रोड, उप्पिलपालयम पोस्ट, कोयम्बतूर - 641015	कृषि तथा जल आपूर्ति के लिए साफ ठंडे पानी के बिजली के मोनोसेट पम्पस	IS 9079 : 2002
3.	3415448	20101012	मेसर्स वी-टेक वाटर टेक्नोलॉजिक्स इंडिया प्राइवेट लिमिटेड सं. 10, कस्तूर स्ट्रीट, शिवानन्दा कॉलोनी, कोयम्बतूर - 641012	फैक्टोअबंद पेयजल (फैक्टोअबंद मिनरल जल के अलावा)	IS 14543 : 2004
4.	3415650	20101013	मेसर्स रुद्रा स्टील रोलिंग मिल एस एफ सं 288/बी-3, 300/बी-2, सोलवम पालयम गाँव, किततकडवु, पोल्सावी-642109	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात के छड़ और तार	IS 1786 : 2008
5.	3416551	20101019	मेसर्स व्यास ट्रेडिंग कंपनी 16, श्रीराम रो-आउट, कोयम्बतूर - 641045	फैक्टोअबंद पेयजल (फैक्टोअबंद मिनरल जल के अलावा)	IS 14543 : 2004
6.	3421039	20101029	मेसर्स बाल्मर कंस्ट्रक्शंस एण्ड एल्यूमीनियम कन्डक्टर्स एस एफ 71, कुट्टे तोट्टम, अरुमुगा गौडनूर, पेरूर चेदिटपालयम, कोयम्बतूर - 641010	शिरोपरि प्रेशरों के लिए जस्ताकृत प्रबलित (एसीएसआर) एल्यूमीनियम के कालक	IS 398 (Part 4) : 1996
7.	3420946	20101029	मेसर्स बाल्मर कंस्ट्रक्शंस एण्ड एल्यूमीनियम कन्डक्टर्स एस एफ 71, कुट्टे तोट्टम, अरुमुगा गौडनूर, पेरूर चेदिटपालयम, कोयम्बतूर - 641010	एल्यूमीनियम मिश्रधातु के कालक (एल्यूमीनियम मैनीशियम सिलिकॉन ट्रैप)	IS 398 (Part) : 1994
8.	3420542	20101029	मेसर्स अल्फा पम्प टेक्नोलॉजिक्स एस एफ सं 259, वी.ओ.सी. नगर, वेलान्दिपालयम, कोयम्बतूर - 641025	गहरे कुओं के निम्नजनीय पंप सेट	IS 14220 : 1994

[सं.सी.एम.डी/13:11]

भौतिकी, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 2nd June, 2011

S.O. 1525.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule :

SCHEDULE

Sl No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No.Part/Sec. Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	3415145	20101006	M/s. Harson Pumps SF No. 771/1B, Kalapatti Road, Nehru Nagar, Civil Aerodrome (P.O.) Coimbatore - 641014	Openwell Submersible Pumpsets	IS 14220 : 1994
2.	3416147	20101006	M/s. Unidynamic Vacuum Pumps (India) Private Limited No. 20, Dhanalakshmi Nagar Extension, Masakalipalayam Road, Uppilipalayam Post, Coimbatore- 641015	Electric Monoset Pumps for Clear, Cold Water for Agricultural and Water Supply Purposes	IS 9079 : 2002

(1)	(2)	(3)	(4)	(5)	(6)
3.	3415448	20101012	M/s. V-Tech Water Technologies India Pvt. Ltd., No. 10 Valluvar Street, Shivanandha Colony, Coimbatore-641012	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
4.	3415660	20101013	M/s. Rudra Steel Rolling Mill S.F. No. 288/B-3, 300/B-2, Solavarn Palayam Village, Kinatukadavu Pollachi-642109	High strength deformed steel bars and wires for concrete reinforcement	IS 1786 : 2008
5.	3416551	20101019	M/s. Vyas Trading Company 16, Srinath Lay-Out, Block, Coimbatore (South) Taluk, Coimbatore-641045	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
6.	3421039	20101029	M/s. Balmar Cables and Aluminium Conductors SF 71, Kuttai Thottam, Arumuga Goundanoor, Perur Chettipalayam, Coimbatore-641010	Aluminium Conductors for overhead transmission purposes—Part 2- Aluminium Conductors, galvanized steel reinforced	IS 398 (Part2) : 1996
7.	3420946	20101029	M/s. Balmar Cables and Aluminium Conductors SF 71, Kuttai Thottam, Arumuga Goundanoor, Perur Chettipalayam, Coimbatore-641010	Aluminium Conductors for overhead transmission purposes—Part 4- Aluminium alloy stranded conductors (aluminium magnesium silicon type)	IS 398 Part4 : 1994
8.	3420542	20101029	M/s. Alpha Pump Technologies SF No. 259, V.O.C. Nagar, Velandipalayam, Coimbatore-641025	Openwell Submersible Pumps	IS 14220 : 1994

[No. CMD/13:11]

VARGHESE JOY, Scientist 'F' & Head

नई दिल्ली, 2 जून, 2011

क्र.अ. 1526.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपनियम (3) के अनुसार भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा मा सं. (भाग/अनुभाग): वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	3421140	20101101	मेसर्स ओगन स्टील रोलिंग मिल्स प्राइवेट लिमिटेड एस एफ सं 450/1ए, 1बी1, 2बी1, 4, 5 सेलाक्कारचल गाँव, लक्ष्मी नायकन पालयम, कोयम्बतूर-641658	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात के छड़ और तार	IS 1786 : 2008

(1)	(2)	(3)	(4)	(5)	(6)
2.	3420845	20101101	मेसर्स श्री कंठिवेल एक्का प्रोडक्ट्स एस एफ 132, पत्तनुर रोड, टी. एन. पत्तनुर ब्लॉक, कायम्पूर जिला, गोबीचेट्टीपालयम पोस्ट, ईरोड - 638005	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
3.	3420744	20101101	मेसर्स एस एस एस एक्का इंडस्ट्रीस 221, इयनी कॉलोनी, वैक्कलमेडु, तिरुपुर रोड, कानायम तालुक, कानायम-638701	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
4.	3421847	20101103	मेसर्स इंडियन हिटली वाटर पम्पस 27, वेंकटेश्वर नगर, तोदिटपालयम, पिरिवु ब्लॉक, सिविल ऐरपोर्ट रोड, कोयम्बतूर-641014	साफ ठंडे पानी के लिए अपकेन्द्रीय पुनरुत्पादक पंपस	IS 8472 : 1998
5.	3424954	20101110	मेसर्स सक्मी सिस्टम्स 22/40-डी गेमुल्लपुरम, कल्लेपिल्लै तोट्टम, मय्यमपालयम, सुन्दरपुरम पोस्ट, कोयम्बतूर-641024	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
6.	3427758	20101116	मेसर्स सेल्वास एक्का 14/50, इंडियन बैंक कॉलोनी, सुन्दरकामुल्ल, कोयम्बतूर - 641010	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
7.	3428760	20101122	मेसर्स श्रीन वेली वाटर वर्क्स सं 79/5, सेन्नाट्टु तोट्टम, भवानी ब्लॉक, राणा मिल रोड, वरतनल्लुर गाँव, भवानी - 638302	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
8.	3431446	20101126	मेसर्स प्रेसीडेंट वेबस्कुम पम्पस (प्रा.) लिमिटेड (शाखा) सं 13, जोती नगर, दूसरा सड़क, उप्पिलीपालयम पोस्ट, सिगनल्लुर, कोयम्बतूर - 641015	साफ ठंडे पानी के लिए अपकेन्द्रीय पुनरुत्पादक पंपस	IS 8472 : 1998

[सं.सी.एस.डी/13:11]

वर्गीकृत, वैज्ञानिक 'ए' एवं प्रमुख

New Delhi, the 2nd June, 2011

S.O. 1526.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/Sec. Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	3421140	20101101	M/s. Ogun Steel Rolling Mills, Pvt. Ltd., SF No. 450/1A, 1B1, 2B1, 4, 5, Selakkarachal Village, Lakshmi Nayakan Palayam, Coimbatore - 641658	High strength deformed steel bars and wires for concrete reinforcement	IS 1786 : 2008

(1)	(2)	(3)	(4)	(5)	(6)
2.	3420845	20101101	M/s. Sri Vetrivel Aqua Products SF 132, Pallathur Road, T. N. Palayam Block, Vaniputhur Village, Gobichetipalayam Taluk Erode - 638506	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2008
3.	3420744	20101101	M/s. SSS Aqua Industries 221, Erani Colony, Vaikkalmedu, Tirupur Road, Kangayam Taluk Kangayam - 638701	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
4.	3421847	20101103	M/s. Indianhitachy Water Pumps, 27, Venkateshwara Nagar, Block Thottipalayam Piruvu, Civil Aerodome Post, Coimbatore - 641014	Centrifugal Regenerative pumps for clear, cold water	IS 8472 : 1998
5.	3424954	20101110	M/s. Laxmi Systems 22/40-D, Golulapuram, Karuvepillai Thottam, Machampalayam, Sundarapuram (P.O.), Coimbatore - 641024	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
6.	3427758	20101116	M/s. Selvas Aqua, 14/50, Indian Bank Colony, Sundakkamuthur, Coimbatore - 641010	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
7.	3428760	20101122	M/s. Green Valley Water Works, No. 79/5, Sengattu Thottam, Bhavani Block, Rana Mill Road, Varadhanallur Village, Bhavani - 638302	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
8.	3431446	20101126	M/s. Precicraft Vacuum Pumps (P) Ltd. (Branch) No. 13, Jothi Nagar, IInd Street, Uppilipalayam (P.O.), Singanallur Coimbatore - 641015	Centrifugal Regenerative pumps for clear, cold Water	IS 8472 : 1998

[No. CMD/13:111]

VARGHESE JOY, Scientist 'F', & Head

नई दिल्ली, 2 जून, 2011

का.आ. 1527.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि, वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा मा सं (भाग/अनुभाग): वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	3433551	20101201	मेसर्स सी. आर आई. पम्प्स प्राइवेट लिमिटेड यूनिट- चोला पम्प्स, 202, सती रोड, सरवनमपट्टी कोयम्बतूर - 641006	निमज्जनीय पंप सेट	IS 8034 : 2002

(1)	(2)	(3)	(4)	(5)	(6)
2.	3440649	20101223	मेसर्स फ्लोटेक पॉली प्रोडक्ट्स प्राइवेट लिमिटेड एस एफ सं 4/412-A कोयम्बतूर मुख्य सड़क, नम्बियूर पोस्ट, गोबी तालुक - 638458	सिंचाई उपस्कर - सिंचाई लेटरल्स के लिए पॉलीएथिलीन पाइप्स	IS 12786:1989
3.	3440750	20101223	मेसर्स विष्णु एक्वा फर्म सं 725/3, ओट्टाराकरट्टु पालयम, करट्टुपालयम, गोबीचेट्टीपालयम तालुक इरोड - 638457	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543:2004
4.	3442552	20101228	मेसर्स जेनरल इलक्ट्रिक मोटर्स, सं 87/ए5, मुनियप्पन कोविल तोट्टम, टेलिफोन एक्स्चेंज के पास, गणपति, कोयम्बतूर - 641006	साफ ठंडे पानी के लिए अपकेन्द्रीय पुनरुत्पादक पंप्स	IS 8472:1998
5.	3442249	20101228	मेसर्स न्यूटेक पम्प्स, 152 C, अब्बाया नायडु ले आउट ब्लॉक, गणपति, कोयम्बतूर - 641006	गहरे कुओं के निम्नजनीय पंप सेट	IS 14220:1994
6.	3442451	20101228	मेसर्स ओम शक्ति मिनरल्स, सं 237/1 मत्तावरयापुरम, नल्लूर वयल पोस्ट, सिरुवाणि मुख्य सड़क, कोयम्बतूर - 641114	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543:2004

[सं.सी एम डी/13:11]

वर्गीस जॉय, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 2nd June, 2011

S.O. 1527.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No.Part/Sec. Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	3433551	20101201	M/s. CRI Pumps Private Limited (Unit: Chola Pumps) 202, Sathy Road, Saravanampatty, Coimbatore - 641006	Submersible Pumpsets	IS 8034:2002

(1)	(2)	(3)	(4)	(5)	(6)
2.	3440649	20101223	M/s. Flowtech Poly Products Pvt Ltd. S. F. No : 4/412-A, Coimbatore Main Road, Nambiyur Post, Gobi (Tk)-638458	Irrigation Equipment -PE pipes for irrigation laterals	IS 12786 : 1989
3.	3440750	20101223	M/s. Vishnu Aqua Firm No. 725/3, Ottarkarattu Palayam, Karattupalayam, Gobichetipalayam Taluk Erode - 638457	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
4.	3442552	20101228	M/s. General Electric Motors, No 87/A5, Muniappan Kovil Thottam, Near Telephone Exchange, Ganapathy, Coimbatore - 641006	Centrifugal Regenerative pumps for clear, cold water	IS 8472 : 1998
5.	3442249	20101228	M/s. Nutek Pumps, 152 C, Abbiah Naidu Layout Block, Ganapathy, Coimbatore - 641006	Openwell Submersible Pumpsets	IS 14220 : 1994
6.	3442451	20101228	M/s. Om Sakthi Minerals, No: 237/1, Mathvarayapuram, Nalloor Vayal, (P. O.), Siruvani Main Road, Coimbatore- 641114	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004

[No. CMD/13:11]

VARGHESE JOY, Scientist 'F' & Head

नई दिल्ली, 2 जून, 2011.

का.आ. 1528.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा मा सं. (भाग/अनुभाग): वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	3445053	20110105	मेसर्स एक्वासब इंजीनियरिंग यूनिट IV तुडियलूर पोस्ट, कोयम्बतूर - 641034	गहरे कुओं के निम्नजनीय पंप सेट	IS 14220 : 1994

(1)	(2)	(3)	(4)	(5)	(6)
2.	3446459	20110107	मेसर्स एस्टीम इंडस्ट्रीज 211/1, नेताजी नगर, नन्जुन्दापुरम रोड, कोयम्बतूर- 641036	गहरे कुओं के निमज्जनीय पंप सेट	IS 14220:1994
3.	3448766	20110113	मेसर्स एस एन इंडस्ट्रीज 31, अतिकुट्टेटोटोटम, तोडिटपालयम रोड, चिन्नियमपालयम पोस्ट, कोयम्बतूर- 641062	गहरे कुओं के निमज्जनीय पंप सेट	IS 14220:1994
4.	3449364	20110114	मेसर्स एस एन इंडस्ट्रीज, 31, अतिकुट्टेटोटोटम, तोडिटपालयम रोड, चिन्नियमपालयम पोस्ट, कोयम्बतूर - 641062	निमज्जनीय पंप सेट	IS 8034:2002
5.	3449263	20110114	मेसर्स एस एन इंडस्ट्रीज, 31, अतिकुट्टेटोटोटम, तोडिटपालयम रोड, चिन्नियमपालयम पोस्ट, कोयम्बतूर - 641062	निमज्जनीय पंप सेट के लिए मोटर	IS 8283:1995
6.	3451351	20110114	मेसर्स आदित्या एन्टरप्रायसस, 38, परमेश्वर पिल्लै ले-आउट, पाप्पनायकनपालयम, कोयम्बतूर - 641037	पैकेजबंद पैयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543:2004
7.	3442249	20101228	मेसर्स न्यूटेक पम्पस, 152 C, अब्बैया नायडु ले आउट ब्लॉक, गणपति, कोयम्बतूर पूर्व तालुक, कोयम्बतूर - 641006	गहरे कुओं के निमज्जनीय पंप सेट	IS 14220:1994
8.	3449061	20110114	मेसर्स अकिला इंडस्ट्रीज सं 13, पलनियप्पा नगर, दूसरा सडक, श्रीरीपालयम, कोयम्बतूर - 641028	साफ ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पंप	IS 8472:1998
9.	3451957	20110119	मेसर्स बदलूराम बोटर्स, 136, डॉ नन्जप्पा रोड, उप्पिलीपालयम, कोयम्बतूर - 641018	निमज्जनीय पंप सेट	IS 8034:2002
10.	3451553	20110119	मेसर्स प्रो पम्पस, द.स. 46 पी.एन. पालयम रोड, गणपति, कोयम्बतूर - 641006	साफ ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पंप	IS 8472:1998

(1) (2)	(3)	(4)	(5)	(6)
11. 3452454	20110120	मेसर्स बदलूराम मोटर्स, 136, डॉ बन्जप्पा रोड, उप्पिल्लियालयम, कोयम्बतूर - 641018	कृषि तथा जल आपूर्ति के लिए साफ ठंडे पानी के बिजली के मीनोसेट पम्पस	IS 9079:2002
12. 3452555	20110121	मेसर्स रिलायन्स पम्पस 221, दूसरा सडक, नेताजी नगर, नन्जुन्दापुरम रोड, कोयम्बतूर - 641036	गहरे कुओं के निम्नजनीय पंप सेट	IS 14220:1994
13. 3453456	20110127	मेसर्स शबरी एक्वा फार्म्स एस एफ सं 503/C, एडैकाडु तोट्टम, कल्लापुरम पोस्ट, उडुमलपेट - 642102	पैकेजबंद पेयजल (पैकेजबंद मिनरल जल के अलावा)	IS 14543:2004
14. 3454963	20110131	मेसर्स मरुतम स्टील रोलिंग मिल्स प्राइवेट लिमिटेड, एस एफ सं 421, पानापट्टी गाँव, पोस्लाची तालुक, कोयम्बतूर - 641201	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात के छड़ और तार	IS 1786:2008

[सं.सी एम डी/13:11]

वर्गीस जॉय, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 2nd June, 2011

S.O. 1528—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:

SCHEDULE

Sl No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/Sec. Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	3445053	20110105	M/s. Aquasub Engineering Unit IV Thudiylur -Post, Coimbatore - 641034	Openwell Submersible Pumpsets	IS 14220:1994
2.	3446459	20110107	M/s. Esteem Industries 211/1, Nethaji Nagar, Nanjundapuram Road Coimbatore - 641036	Openwell Submersible Pumpsets	IS 14220:1994
3.	3448766	20110113	M/s. S.N. Industries 31, Athikuttaithottam, Thottiapalayam Road Chinniapalayam (P.O.), Coimbatore - 641062	Openwell Submersible Pumpsets	IS 14220:1994

(1)	(2)	(3)	(4)	(5)	(6)
4.	3449364	20110114	M/s. S.N. Industries 31, Athikuttaithottam, Thottiapalayam Road Chinnampalayam (P.O.), Coimbatore - 641062	Submersible Pumpsets	IS 8034 : 2002
5.	3449263	20110114	M/s. S.N. Industries 31, Athikuttaithottam, Thottiapalayam Road Chinnampalayam (P.O.), Coimbatore - 641062	Motors for Submersible Pumpsets	IS 9283 : 1995
6.	3451351	20110114	M/s. Aaditya Enterprises 38, Parameswaran Pillai Lay-Out, Pappanaickenpalayam, Coimbatore - 641037	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
7.	3442249	201101228	M/s. Nutek Pumps 152 C, Abbiah Naidu Layout Block, Ganapathy, Coimbatore (North) Taluk Coimbatore - 641006	Openwell Submersible Pumpsets	IS 14220 : 1994
8.	3449061	20110114	M/s. Akilaa Industries, No. 13, Palaniappa Nagar, 2nd Street, Sowripalayam, Coimbatore - 641028	Centrifugal Regenerative pumps for clear, cold water	IS 8472 : 1998
9.	3451957	20110119	M/s. Badluram Motors 136, Dr. Nanjappa Road, Upplipalayam, Coimbatore - 641018	Submersible Pumpsets	IS 8034 : 2002
10.	3451533	20110119	M/s. Pro Pumps D. No. 46, P. N. Palayam Road, Ganapathy, Coimbatore - 641006	Centrifugal Regenerative pumps for clear, cold Water	IS 8472 : 1998
11.	3452454	20110120	M/s. Badluram Motors 136, Dr. Nanjappa Road, Upplipalayam, Coimbatore - 641018	Electric Monoset Pumps for clear, cold water for agricultural and water supply purposes	IS 9079 : 2002
12.	34524555	20110121	M/s. Reliance Pumps 221, 2nd Street, Nethaji Road, Nanjundapuram Road, Coimbatore - 641036	Openwell Submersible Pumpsets	IS 14220 : 1994
13.	3453456	20110127	M/s. Sabarhi Aqua Farms SF No. 503/C, Edaikadu Thottam, Kallapuram Post, Udumalpet - 642102	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
14.	3454963	20110131	M/s. Marutham Steel High Rolling Mills Private Limited, SF No : 421, Panapatti Village, Pollachi Taluk, Coimbatore - 641201	strength deformed steel bars and wires for concrete reinforcement	IS 1786 : 2008

[No. CMD/13:11]

VARGHESE JOY, Scientist 'F' & Head

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 25 मई, 2011

का.आ. 1529.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पेट्रोलियम और प्राकृतिक गैस मंत्रालय भारत सरकार की अधिसूचना का. आ. 2184 दिनांक 20 अगस्त, 2010 धारा के राजपत्र दिनांक 04 सितम्बर, 2010 में प्रकाशित अधिसूचना में निम्नलिखित संशोधन करती है।

पृष्ठ संख्या 5552 गांव खरेन्टी, पंक्ति संख्या 4, कॉलम संख्या 4 में 24 के स्थान पर 27 पढ़ा जाये।

पृष्ठ संख्या 5552 गांव खरेन्टी, पंक्ति संख्या 4, कॉलम संख्या 5 में 27 के स्थान पर 24 पढ़ा जाये।

पृष्ठ संख्या 5552 गांव खरेन्टी, पंक्ति संख्या 5, कॉलम संख्या 4 में 34 के स्थान पर 43 पढ़ा जाये।

[फा. सं. आर-31015/6/2009-ओआर-II]

ए. गोस्वामी, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 25th May, 2011

S.O. 1529.—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas published vide S.O. No. 2184 dated 20 August, 2010 published in the Gazette of India dated 04 September, 2010 as under, namely;

In the schedule page no. 5552 against village Chandhi, in 6th line, column no. 4 in place "225" the figure "223" shall be substituted.

[F.No. R-31015/6/2009-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 27 मई, 2011

का.आ. 1530.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय के का.आ. 2874 दिनांक 15-11-10, द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात् उक्त अधिनियम कहा जायेगा) की धारा 3(1) के अधीन अधिसूचना प्रकाशित कर, रमन मंडी (पंजाब राज्य में) से बहादुरगढ़ (हरियाणा राज्य में) तक, पेट्रोलियम उत्पाद के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा "जी जी एस आर उत्पाद निष्क्रमण परियोजना रमन मंडी से बहादुरगढ़ पेट्रोलियम पाइपलाइन" के सम्बन्ध में उक्त अधिसूचना से संलग्न अनुसूची में निर्दिष्ट तहसील हांसी जिला हिसार राज्य हरियाणा की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियां जनता को दिनांक 07-03-2011 को उपलब्ध करा दी गई थी,

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार का अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये घोषणा करती है कि उक्त अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त होकर हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : हांसी	जिला : हिसार			राज्य : हरियाणा		
गांव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/किला संख्या	क्षेत्रफल हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. बडछप्पर	61	65	10	00	02	76

[फा. सं. आर-31015/10/2009-ओआर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 27th May, 2011

S.O. 1530.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas, published in the Gazette of India vide number S.O. 2874 dated the 15th November, 2010, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying pipeline for the transportation of Petroleum Products from Raman Mandi in the State of Punjab to Bahadurgarh in the State of Haryana by the Hindustan Petroleum Corporation Limited for implementing the "GGSR Products Evacuation Project pipeline from Raman Mandi to Bahadurgarh" in Tehsil Hansi, District Hisar, in Haryana State;

And whereas, copies of the said gazette notification were made available to the public on 7-03-2011;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, has submitted his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is acquired;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of users in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Hindustan Petroleum Corporation Limited free from all encumbrances.

SCHEDULE

Tehsil : Hansi		District : Hisar		State : Haryana		
Name of Village	Hadbast	Mustatil	Khasra/	Area		
	No.	No.	Killa No.	Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. Badchhapar	61	65	10	00	02	78

[F. No. R-31015/10/2009-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 27 मई, 2011

का.आ. 1531.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय के का.आ. 2875 दिनांक 15-11-2010, द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात् उक्त अधिनियम कहा जायेगा) की धारा 3(1) के अधीन अधिसूचना प्रकाशित कर, रमन मंडी (पंजाब राज्य में) से बहादुरगढ़ (हरियाणा राज्य में) तक, पेट्रोलियम उत्पाद के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा "जी जी एस आर उत्पाद निष्क्रमण परियोजना रमन मंडी से बहादुरगढ़ पेट्रोलियम पाइपलाइन" के सम्बन्ध में उक्त अधिसूचना से संलग्न अनुसूची में निर्दिष्ट तहसील बरवाला, जिला हिसार, राज्य हरियाणा की भूमि में उपयोग के अधिकार के अर्जन के अपने अभ्यास की घोषणा की थी;

और उक्त अधिसूचना की प्रतियां जनता को दिनांक 7-03-2011 को उपलब्ध करा दी गई थी;

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने कर विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय सभी वित्तीयों से मुक्त होकर हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची						
तहसील : बरवाला		जिला : हिसार		राज्य : हरियाणा		
गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/किला संख्या	क्षेत्रफल		
				हैक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. पाबड़ा	65	196	4	00	00	25
		476	10/2	00	05	31
		630	10	00	06	83
			11	00	07	33
			12	00	13	91
			13	00	03	03
			18	00	06	32
			19	00	00	25
2. ईशरहेडी	126	11	8	00	00	50
			9/1	00	00	25
3. भैणी बादशाहपुर	125	38	23	00	03	29
4. बधावड़	19	53	20	00	00	25
		78	4/1/2	00	07	34
		99	21	00	01	01
5. दाड		8	3	00	03	03
			7/1	00	01	51
		9	21	00	02	02
		75	7	00	01	76
6. ब्याना खेड़ा	16	134	20	00	00	25

[फा. सं. आर-31015/16/2009-ओआर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 27th May, 2011

S.O. 1531.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas, published in the Gazette of India vide number S.O. 2875 dated the 15th November, 2010, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying pipeline for the transportation of Petroleum Product from Raman Mandi in the State of Punjab to Bahadurgarh in the State of Haryana by the Hindustan Petroleum Corporation Limited for implementing the "GGSR Products Evacuation Project pipeline from Raman Mandi to Bahadurgarh" in Tehsil Barwala, District Hisar, in Haryana State;

And whereas, copies of the said gazette notification were made available to the public on 7-03-2011;

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act, has submitted his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of users in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Hindustan Petroleum Corporation Limited free from all encumbrances.

SCHEDULE

Tehsil : Barwala		District : Hisar		State : Haryana		
Name of Village	Hadbast	Mustatil	Khasra/	Area		
	No.	No.	Killa No.	Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. Pabra	63	196	4	00	00	25
		476	10/2	00	05	31
		630	10	00	06	83
			11	00	07	33
			12	00	13	91
			13	00	03	03
			18	00	06	32
			19	00	00	25
2. Iserheri	125	11	8	00	00	50
			9/1	00	00	25
3. Bhaini Badshahpur	125	38	23	00	03	29
4. Badhawar	19	53	20	00	00	25
		78	4/1/2	00	07	34
		99	21	00	01	01
5. Dhad		8	3	00	03	03
			7/1	00	01	51
		9	21	00	02	02
		75	7	00	01	76
6. Biyana Khera	16	134	20	00	00	25

[F.No. R-31015/16/2009-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 30 मई, 2011

का.आ. 1532.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय के का.आ. 2671 दिनांक 11-10-2010, द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात् उक्त अधिनियम कहा जायेगा) की धारा 3(1) के अधीन अधिसूचना प्रकाशित कर, रमन मंडी (पंजाब राज्य में) से बहादुरगढ़ (हरियाणा राज्य में) तक, पेट्रोलियम उत्पाद के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा "जी जी एस आर उत्पाद निष्क्रमण परियोजना रमन मंडी से बहादुरगढ़ पेट्रोलियम पाइपलाइन" के सम्बन्ध में उक्त अधिसूचना से संलग्न अनुसूची में निर्दिष्ट तहसील फतेहाबाद, जिला फतेहाबाद, राज्य हरियाणा की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियां जनता को दिनांक 21-02-2011 को उपलब्ध करा दी गई थीं;

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग की अधिकार अर्जित करने कर विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगों से मुक्त होकर हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची						
तहसील : फतेहाबाद		जिला : फतेहाबाद		राज्य : हरियाणा		
गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. फूल	102	143	2	00	00	25
			7	00	02	79
			8	00	00	50
			142	00	01	51
			11/1	00	00	25
			11/2	00	00	25
2. नाढोडी	88	185	18/3	00	00	25
			295	00	02	53
			7	00	00	75
3. धुना	63	605	18/1/1	00	00	65
			18/1/2	00	00	10
4. नहला	59	4	14	00	08	09
			15	00	06	57
			16	00	10	11
			5	00	06	57
			20	00	10	12
			21	00	06	83
			22	00	00	50
			27	00	00	50
			6	00	00	25
			7	00	00	50
			11	00	00	25
			13	00	00	50
			16/1	00	00	75

[फा. सं. आर-31015/39/2009-ओआर-11]

ए. गोस्वामी, अवर सचिव

New Delhi, the 30th May, 2011

S.O. 1532.—Whereas by the notification of the Government of India in the Ministry of petroleum and Natural Gas, published in the Gazette of India vide number S.O. 2671 dated the 11th October, 2010, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying pipeline for the transportation of Petroleum Product from Raman Mandi in the State of Punjab to Bahadurgarh in the State of Haryana by the Hindustan Petroleum corporation Limited for implementing the "GGSR Products Evacuation Project pipeline from Raman Mandi to Bahadurgarh" in Tehsil Fatehabad, District Fatehabad, in Haryana State;

And whereas, copies of the said gazette notification were made available to the public on 21-02-2011;

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act, has submitted his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of users in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Hindustan Petroleum Corporation Limited free from all encumbrances.

SCHEDULE

Tehsil : Fatehabad		District : Fatehabad		State : Haryana		
Name of Village	Hadbast No.	Mustatil No.	Khasra/ Killa No.	Hectare	Area Are	Squire Metre
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. Phool	102	143	2	00	00	25
			7	00	02	79
			8	00	00	50
		142	11/1	00	01	51
			11/2	00	00	25
2. Nadhauri	88	185	18/3	00	00	25
		295	3	00	02	53
			7	00	00	75
3. Bhuna	63	605	18/1/1	00	00	65
			18/1/2	00	00	10
4. Nahla	59	4	14	00	08	09
			15	00	06	57
			16	00	10	11
		5	20	00	06	57
			21	00	10	12
			22	00	06	83
		27	6	00	00	50
			7	00	00	50
		28	11	00	00	25
			13	00	00	50
			16/1	00	00	75

[F.No. R-31015/39/2009-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 30 मई, 2011

का.आ. 1533.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय के का.आ. 2873 दिनांक 15-11-10, द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात् उक्त अधिनियम कहा जायेगा) की धारा 3(1) के अधीन अधिसूचना प्रकाशित कर, रमन मंडी (पंजाब राज्य में) से बहादुरगढ़ (हरियाणा राज्य में) तक, पेट्रोलियम उत्पाद के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा "जी जी एस आर उत्पाद निष्क्रमण परियोजना रमन मंडी से बहादुरगढ़ पेट्रोलियम पाइपलाइन" के सम्बन्ध में उक्त अधिसूचना से संलग्न अनुसूची में निर्दिष्ट तहसील नारनौद जिला हिसार राज्य हरियाणा की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियां जनता को दिनांक 07-03-2011 को उपलब्ध करा दी गई थी,

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त होकर हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची						
तहसील : नारनौद		ज़िला : हिसार		राज्य : हरियाणा		
गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/किला संख्या	क्षेत्रफल हेक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. लौहारी राधी	82	2	20	00	00	50
		50	24	00	01	77
2. मोठ रागरान	88	2	18	00	00	75
		25	25/1	00	01	51
			25/2	00	03	28
			25/3/1	00	00	50
			25/3/2	00	01	01

[फा. सं. आर-31015/41/2009-ओआर-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 30th May, 2011

S.O. 1533.—Whereas by the notification of the Government of India in the Ministry of petroleum and Natural Gas, published in the Gazette of India vide number S.O. 2873 dated the 15th November, 2010, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying pipeline for the transportation of Petroleum Product from Raman Mandi in the State of Punjab to Bahadurgarh in the State of Haryana by the Hindustan Petroleum Corporation Limited for implementing the "GGSR Products Evacuation Project pipeline from Raman Mandi to Bahadurgarh" in Tehsil Narnaund, District Hisar, in Haryana State;

And whereas, copies of the said gazette notification were made available to the public on 07-03-2011;

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act, has submitted his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of users in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Hindustan Petroleum Corporation Limited free from all encumbrances.

SCHEDULE

Tehsil : Narnaund		District : Hisar		State : Haryana		
Name of Village	Hadbast No.	Mustatil No.	Khasra/ Killa No.	Area		
(1)	(2)	(3)	(4)	Hectare	Are	Squire Metre
1. Lohari Ragho	82	2	20	00	00	50
		50	24	00	01	77
2. Moth Rangran	88	2	18	00	00	75
		25	25/1	00	01	51
			25/2	00	03	28
			25/3/1	00	00	50
			25/3/2	00	01	01

[F. No. R-31015/41/2009-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 31 मई, 2011

क्र. आ. 1534.— भारत सरकार ने, पेट्रोलियम आर खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या क्र. आ. 1452 तारीख 04 जून, 2010 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा- वासुदेवपुर-हावड़ा गैस पाइपलाइन विछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 05 अक्टूबर, 2010 को अथवा उससे पूर्व उपलब्ध करा दी गई थी ;

और, पाइपलाइन विछाने के सम्बन्ध में, जनता की ओर से प्राप्त आवेदनों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन विछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन विछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा।

अनुसूची

मंडल/ तेहसिल/ तालुक : आमदालवलसा	जिला : श्रीकाकुलम	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं/सब डिविजन सं.	आर.ओ.यू.अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) अक्किवलसा	266/16ए	00	02	64
	266/16बी	00	05	09
	266/17ए	00	02	05
	266/17बी	00	00	53
	266/15सी	00	02	61
	266/14डी	00	07	03
	266/13	00	04	23
	266/12	00	00	14
	266/11ए	00	03	95
	266/11बी	00	08	14
	266/10सी	00	04	56
	266/9सी	00	00	52
	271/3	00	10	23
	271/1	00	14	95
	271/2	00	01	67

1	2	3	4	5
1) अधिककमता (निरंतर)	270/8	00	14	76
	270/7	00	01	86
	270/9	00	09	98
	270/10	00	07	73
	270/5	00	00	65
	270/11	00	05	98
	270/20	00	04	74
	270/19	00	03	57
	270/18	00	06	88
	270/17	00	04	11
	276	00	04	88
	310/5	00	10	10
	310/4	00	11	85
	310/3की	00	01	24
	310/3ए	00	09	88
	310/12ए	00	05	77
	310/12ए	00	00	28
	309/24	00	06	32
	306/7की	00	12	34
	306/7ए	00	00	45
	306/8	00	10	93
	306/17	00	00	24
	306/9खी	00	03	44
	306/9की	00	00	10
	306/16ए	00	06	23
	306/16खी	00	01	60
	306/14	00	05	91
	306/13	00	05	00
	306/12	00	05	78
	306/11डी	00	03	53
	306/11ई	00	05	66
	305/11	00	10	53
	305/9	00	01	17
	305/8	00	18	45
	304/15	00	08	15
	304/14	00	06	41
	304/13	00	03	12
	304/12	00	04	42
<hr/>				
मंडल/ तेहसिल/ तालुक : श्रीकाकुलम	जिला : श्रीकाकुलम	राज्य : आन्ध्र प्रदेश		
1) चिन्ताडा	115/13	00	07	88
	115/12	00	07	23
	115/1	00	00	50
	115/11	00	00	26
	115/3	00	28	87
	115/4	00	00	10
	104/23	00	06	01
	104/21	00	03	08
	104/22	00	03	13
	104/20	00	00	20
	105/16	00	08	95
	105/14	00	03	47
	105/15	00	01	94
	105/13	00	02	29
	105/10	00	01	34

1	2	3	4	5
1) चित्तौड़ा (निरंतर)	105/9	00	05	49
	105/8	00	04	40
	106/17	00	00	60
	106/16	00	02	37
	106/15	00	04	57
	106/14	00	06	16
	106/3	00	00	15
	106/4	00	00	47
	106/5	00	01	10
	106/13	00	02	75
	106/12	00	02	17
	106/11	00	02	18
	106/6	00	02	48
	106/7	00	03	73
	106/8	00	02	23
	106/9	00	03	06
	106/10	00	03	16
	108/1	00	02	72
	108/2	00	00	10
	108/3	00	45	79
	108/8	00	03	71
	108/9	00	03	34
	108/10	00	01	07
	108/13	00	00	94
	108/11	00	04	80
	108/12	00	02	56
	108/16	00	00	71
	108/17	00	00	86
	108/18	00	02	02
	107	00	37	40
	128	00	04	98
	151/3	00	06	33
	151/4	00	02	59
	151/2	00	00	64
	151/6	00	31	97
	151/1	00	02	57
	151/7	00	00	25
	151/8	00	04	14
	151/9	00	05	04
	151/10	00	00	66
	151/11	00	00	18
	150	00	05	41
	169/18	00	12	14
	169/17	00	04	26
	169/16	00	01	20
	169/15	00	00	10
	169/13	00	00	10
	168/9	00	17	73
	168/1	00	00	57
	168/2	00	01	41
	168/5	00	00	10
	168/4	00	07	10
	168/3	00	07	05

1	2	3	4	5
1.) दिनाङ्क (मिस्तर)	168/14	00	03	42
	168/15	00	02	14
	168/16	00	01	45
	168/20	00	00	90
	170/16	00	00	84
	170/17	00	02	02
	170/18	00	04	07
	170/15	00	04	76
	170/19	00	08	13
	171/1	00	01	77
	171/3	00	00	78
	171/2	00	03	29
	171/10	00	00	82
	171/11	00	00	80
	172/2	00	00	60
	172/18	00	06	25
	172/19	00	17	32
	172/20	00	02	41
	172/17	00	04	87
	172/16	00	00	13
	174/1	00	05	11
	173/18	00	04	17
	173/19	00	12	50
	173/16	00	00	44
	173/15	00	02	37
	175/19	00	04	71
	175/18	00	04	06
	175/17	00	02	17
	175/4	00	05	18
	175/5	00	04	42
	175/6	00	06	55
	175/16	00	01	17
	175/13	00	05	95
	175/12	00	04	69
	175/11	00	01	26
	175/14	00	05	91
	175/10	00	03	07
	266/2	00	16	58
	266/3	00	00	10
	266/1	00	01	77
	265/12	00	01	55
	265/15	00	05	95

1	2	3	4	5
1) चिन्हा (निरंतर)	265/14	00	04	15
	265/13	00	00	42
	265/16	00	06	63
	265/17	00	03	84
	265/18	00	02	73
	265/10	00	03	27
	265/19	00	08	03
	265/9	00	05	67
	265/7	00	00	90
	265/8	00	04	55
	265/5	00	05	62
	265/4	00	03	15
	265/3	00	01	72
	265/1	00	00	10
	261/1	00	15	72
	261/2	00	00	39
	261/3	00	00	10
	262/2	00	00	10
	262/3	00	07	54
	262/4	00	01	30
	262/5	00	07	08
	262/7	00	06	74
	260/2	00	02	66
	260/1	00	11	28
	260/3	00	23	66
	260/4	00	05	14
	225	00	06	25
	230/24	00	07	44
	230/12	00	00	24
	230/14	00	00	49
	230/15	00	00	10
	230/25	00	11	21
	230/26	00	02	57
	230/27	00	06	58
	230/23	00	03	68
	230/22	00	05	32
	230/21	00	00	48
	230/20	00	05	64
	230/17	00	00	16
	230/18	00	11	70
	231/10	00	06	99
	231/9	00	06	61

1	2	3	4	5
1) किल्ला (नगर)	231/8	00	01	52
	231/13	00	05	36
	231/7	00	05	50
	231/4	00	00	83
	231/5	00	04	53
	231/6	00	19	97
	231/15	00	04	41
	231/1	00	01	77
	232/1	00	01	86
	234	00	02	66
	232/2	00	04	10
	233/15	00	00	10
	233/14	00	11	63
	233/13	00	03	74
	233/12	00	03	76
	233/11	00	03	14
	233/10	00	03	01
	233/18	00	00	11
	233/19	00	00	44
	233/20	00	00	98
	233/1	00	01	36
	233/9	00	11	29
	233/8	00	11	82
	233/2	00	05	51
	233/3	00	06	54
	237/15	00	05	66
	237/16	00	00	94
	237/14	00	06	50
	237/9	00	04	33
	237/10	00	02	04
	237/8	00	05	57
	237/7	00	06	40
	237/6	00	07	91
	237/5	00	02	22
	237/4	00	06	87
	237/3	00	09	67
	237/2	00	00	10
2) पैरिबनीपेटा	4/2	00	07	22
	4/1	00	07	56
	3/8	00	14	79
	3/9	00	03	83
	3/7	00	13	32

1	2	3	4	5
2) भगिनीपट्टा (निरन्तर)	3/6	00	07	02
	3/5	00	00	10
	3/4	00	08	00
	3/3	00	04	17
	3/2	00	04	34
	3/1	00	04	41
	1/6	00	09	83
	1/5	00	07	57
	1/4	00	15	05
	1/2	00	05	82
	1/3	00	14	93
3) कासीमवलसा	79/7	00	06	99
	79/6	00	05	81
	79/8	00	11	05
	79/22	00	02	90
	79/21	00	02	10
	79/20	00	01	25
	79/18	00	01	30
	79/17	00	04	04
	79/16	00	00	96
	79/15	00	00	77
	79/12	00	01	94
	79/4	00	02	30
	79/3	00	04	10
	79/2	00	07	80
	79/9	00	02	43
	79/10	00	09	11
	81/7	00	01	05
	81/1	00	00	51
	81/2	00	15	90
	82	00	04	16
	83/4	00	02	98
	83/7	00	14	45
	83/5	00	00	25
	83/6	00	09	70
	83/9	00	00	17
	83/11	00	01	92
	89/8	00	00	10
	89/20	00	02	95
	89/21	00	03	38
	89/22	00	01	06
	89/19	00	04	85

1	2	3	4	5
3) कर्मिषवलमा (निरुत्तर)	89/18	00	01	68
	89/17	00	03	98
	89/16	00	08	06
	89/15	00	00	68
	89/14	00	00	18
	87/11	00	06	48
	87/9	00	04	88
	87/8	00	04	30
	87/3	00	00	49
	87/7	00	13	08
	87/4	00	01	41
	87/5	00	03	20
	87/6	00	02	16
	86/9	00	00	12
	86/16	00	01	77
	86/17	00	02	38
	86/15	00	02	54
	86/14	00	06	40
	86/11	00	00	61
	86/12	00	00	33
	86/13	00	04	08
	106/3	00	03	00
	106/1	00	04	80
	104/9	00	02	04
	104/8	00	02	06
	104/7	00	01	16
	104/6	00	00	90
	104/12	00	01	08
	104/13	00	02	39
	104/5	00	14	02
	103/5	00	01	15
	103/7	00	00	27
	103/6	00	10	38
	103/9	00	10	60
	103/10	00	00	43
	103/1	00	17	35
	103/2	00	07	55
	101/3	00	00	10
	101/7	00	02	27
	101/8	00	06	53
	101/9	00	29	85
4) वल्लेरु	3/1	00	29	29

	1	2	3	4	5
4) बल्लेबा (निरंतर)	1/3	00	06	84	
	1/4	00	00	39	
	1/5	00	09	45	
	1/6	00	06	00	
	1/7	00	04	35	
	1/10	00	03	48	
	1/11	00	00	50	
	1/12	00	00	50	
	1/13	00	05	33	
	1/14	00	06	26	
	1/15	00	01	58	
5) पोन्स	117/5	00	01	63	
	117/6	00	06	75	
	117/8	00	00	10	
	117/9	00	11	46	
	117/10	00	03	64	
	117/11	00	14	10	
	117/12	00	03	60	
	117/13	00	00	10	
	117/15	00	05	30	
	117/17	00	09	00	
	117/18	00	12	17	
	117/19	00	07	32	
	117/20	00	00	02	
	118	00	01	03	
	288/1	00	04	11	
	288/3	00	16	23	
	288/4	00	10	03	
	288/5	00	09	13	
	288/6	00	07	88	
	288/8	00	03	00	
	288/9	00	01	09	
	288/15	00	00	12	
	288/7	00	01	61	
	288/10	00	04	91	
	288/14	00	19	05	
	288/16	00	06	67	
	288/17	00	05	92	
	288/13	00	00	91	
	291/1	00	05	04	
	291/2	00	08	30	
	291/3	00	09	49	

	1	2	3	4	5
5) संख्या (विभाग)	283/1	00	06	41	
	283/2	00	07	42	
	283/6	00	01	07	
	283/5	00	02	62	
	283/7	00	00	40	
	283/4	00	12	33	
	283/8	00	07	87	
	283/3	00	00	33	
	283/9	00	12	82	
	282	00	00	10	
	284	00	08	48	
	285/7	00	00	43	
	281	00	17	88	
	277/5	00	23	54	
	277/1	00	13	41	
	276/4	00	00	98	
	276/1	00	07	83	
	276/2	00	02	67	
	276/3	00	01	94	
	275/2	00	01	98	
	275/1	00	01	27	
	268/4 ^{बी}	00	11	04	
	269/1 ^{बी}	00	23	76	
	269/2 ^{बी}	00	01	03	
	269/1ए	00	04	77	
	268/1ए	00	04	77	
	308	00	08	17	
	310/2	00	02	69	
	309/1 ^{बी}	00	02	31	
	310/6	00	00	37	
	309/1ए	00	86	90	
	323	00	23	03	
	322/12	00	05	28	
	321/13	00	06	99	
	322/11	00	00	13	
	322/8	00	03	23	
	322/7	00	03	44	
	322/3	00	00	21	
	322/4	00	00	82	
	322/5	00	02	13	
	322/6	00	03	17	
	322/9	00	00	17	

1	2	3	4	5
मंडल/ तेहसिल/ तालुक : नरसनापट्टा	जिला : श्रीगंगानगर	राज्य : आन्ध्र प्रदेश		
1) लुकूलाम	गाँव के नाम और सर्वे नं. 438 के बीच में	01	23	79
	438	00	50	58
	439	00	09	98
	440	01	39	87
	204/13	00	00	10
	205/1	00	13	58
	205/2	00	33	03
	195/7	00	05	20
	195/8	00	07	21
	207/1	00	00	60
	207/2	00	00	19
	192/1	00	01	85
	192/2	00	14	72
	192/3	00	08	93
	192/4	00	12	34
	190	00	02	47
	186/1	00	12	96
	186/2	00	12	65
	186/3	00	00	13
	187/1	00	14	01
	187/2	00	09	78
	189	00	23	29
	45/6ए	00	19	14
	45/6बी	00	10	26
	46/10	00	07	46
	46/11	00	10	90
	47/1	00	11	77
	47/2	00	08	10
	47/6ए	00	01	15
	54/1बी	00	09	37
	54/2ए	00	08	10
	54/2बी	00	07	05
	54/3बी	00	14	17
	54/4	00	00	39
	54/5	00	07	34
	53/1	00	09	19
	53/2	00	07	73
	53/3ए	00	08	97
	52/1ए	00	08	10
	52/1बी	00	08	90
	52/3	00	02	20
	58/1	00	26	07

	1	2	3	4	5
→ मुकूलान (मिरतार)	58/2	00	03	78	
	51/1	00	03	04	
	75/2	00	00	71	
	75/3	00	01	50	
	75/4	00	14	61	
	75/5	00	03	49	
	75/7	00	12	50	
	75/8	00	03	56	
	75/9	00	07	33	
	74/2	00	17	40	
	74/7	00	23	04	
	72/8	00	05	67	
	72/10	00	10	71	
	71/6	00	01	42	
	71/7	00	03	25	
	71/8	00	04	70	
	80	00	06	41	
	81/2	00	07	37	
	81/4	00	02	70	
	81/5	00	06	40	
	84	00	02	00	
	95/4	00	07	59	
	96/1	00	00	30	
	95/5	00	00	78	
	95/6	00	13	94	
	95/7	00	01	90	
	95/8	00	09	29	
	95/9	00	01	09	
	95/10	00	06	13	
	95/12	00	02	88	
	95/13	00	00	56	
	94/2	00	00	19	
	92/1	00	09	36	
	92/2	00	18	43	
	92/3	00	20	71	
	86/22	00	00	05	
	91/3ए	00	00	16	
	91/3क	00	02	12	
	91/4	00	15	31	
	91/5	00	02	19	
	91/6	00	05	62	
	91/7	00	07	01	

	2	3	4	5
1) मुद्रांक (निरंतर)	91/8	00	01	13
	91/9	00	05	82
	91/10	00	09	12
	91/11	00	00	10
	91/12	00	00	75
	91/13	00	04	26
	90/1ए	00	02	97
	89/9	00	02	64
	89/10	00	23	82
	89/11A	00	01	09
	89/22ए	00	02	71
	89/22क	00	06	58
	89/23	00	08	21
	89/24	00	06	02
	89/25ए	00	01	63
	102/1	00	11	66
	102/2	00	01	44
	102/4	00	03	70
	102/5	00	06	77
	102/6	00	04	56
	102/7	00	02	71
	102/8	00	09	05
	102/10	00	00	11
	102/12	00	05	46
	103/1	00	01	58
2) नदागम	204/90	00	02	43
	204/9	00	14	39
	205	00	00	97
	206/2	00	29	75
	206/1	00	14	57
	207/3	00	18	28
	207/2	00	08	89
	207/1	00	05	94
	208/9	00	02	07
	208/2	00	00	10
	218	00	12	74
	219	00	18	62
	220	00	22	17
	221/1	00	13	88
	221/2	00	12	78
	222	00	12	34
	224	00	63	65

1	2	3	4	5
2) नदीगम (निरंतर)	225	00	00	23
	226/2	00	09	71
	130/6	00	05	54
	129/5	00	16	61
	129/6	00	12	38
	129/7	00	10	68
	129/4	00	00	66
	128/2	00	01	34
	129/3	00	02	53
	128/1	00	02	63
	128/3	00	20	14
	119	00	14	24
	127/6	00	04	96
	127/5	00	00	32
	120/12	00	05	59
	120/13	00	00	10
	120/10	00	00	10
	120/9	00	00	46
	120/14	00	12	55
	120/15	00	05	69
	120/16	00	06	65
	117/1	00	12	65
	117/2	00	05	32
	117/4	00	06	09
	118/7	00	00	54
	116/10	00	05	02
	116/11	00	05	70
	116/12	00	05	82
	116/13	00	05	67
	115/3	00	03	29
	115/2	00	03	13
	115/4	00	03	71
	115/10	00	03	87
	115/9	00	03	90
	111/3	00	05	30
	110/1	00	12	48
	110/2	00	08	93
	110/4	00	08	32
	105/1	00	29	45
	105/2	00	00	28
	94	00	01	91
	95	00	02	14

1	2	3	4	5
2) बरकतपुर (मिलर)	83/1	00	31	77
	83/4	00	10	42
	83/3	00	00	54
	83/8	00	11	89
	83/6	00	00	10
	83/7	00	02	18
	82/1	00	29	40
	82/2	00	01	09
	81	00	00	16
	82/3	00	00	10
3) तोटाडा	16/1	00	01	21
	16/2	00	25	78
	16/3	00	02	32
	22/5	00	13	17
	15/18	00	06	13
	15/17	00	03	78
	15/20	00	03	49
	13	00	42	15
4) तालगावलसा	74	00	02	27
	67/3	00	13	40
	67/2	00	11	70
	67/1	00	04	04
	68/6	00	11	97
	64	00	11	04
	68/10	00	11	99
	60/7	00	08	88
	60/6	00	03	87
	60/5	00	03	56
	60/4	00	03	10
	60/1	00	02	47
	59/9	00	13	20
	59/7	00	02	89
	59/4	00	01	92
	59/3	00	01	12
	58/4	00	00	10
	58/3	00	00	96
	58/2	00	01	50
	58/1	00	02	58
	56/5	00	11	35
	56/4	00	05	02
	57/4	00	00	42
	57/3	00	03	36

4) पालासगढ़ (निलाल)	56/3	00	04	88
	57/2	00	03	90
	57/1	00	04	11
	56/2	00	01	88
5) परासेली	86/3	00	01	12
	85/2	00	26	70
	85/3	00	13	96
	84	00	35	05
	83	00	22	07
	82	00	35	28
	81	00	07	40
	62/1	00	02	94
	62/3	00	20	13
	62/4	00	23	17
	62/5	00	03	76
	56	00	02	60
	51	00	00	25
	54	00	02	31
	53/2	00	17	85
	53/1	00	22	65
	52/1	00	02	56
	52/2	00	02	91
	50/2	00	20	62
	50/1	00	04	58
	49	00	01	80
	48/1	00	08	36
	47/1	00	38	14
	47/5	00	00	62
	47/4	00	05	83
	48/2	00	26	17
6) सुन्दरपुर	13	00	00	10
	11/1	00	07	37
	11/8	00	00	10
	11/7	00	00	21
	11/6	00	01	07
	11/3	00	02	56
	11/2	00	02	69
	11/4	00	05	00
	8	00	19	47
	5/20	00	00	16
	5/21	00	01	74
	6/9	00	04	70
	6/10	00	03	42
	6/8	00	00	90
	6/11	00	00	11
	7/2	00	16	33
	6/21	00	00	47
	7/1	00	02	57
	7/3	00	01	30
	7/5	00	00	10
	7/6	00	00	78
	7/7	00	04	14

1	2	3	4	5
6) सुन्दरपुरम (निरंतर)	7/8बी	00	02	29
	7/11	00	01	96
	7/10	00	10	73
	7/8ए	00	00	29
	37/2	00	08	73
	37/1	00	03	28
	37/3बी	00	00	15
	37/3ए	00	08	32
	37/4	00	04	59
	37/5	00	00	10

[फा सं. एल.-14014/33/2010-जी.पी.]

के. के. शर्मा, अवर सचिव

New Delhi, the 31st May, 2011

S. O. 1534.—Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 1452 dated 04th June, 2010, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land, specified in the Schedule appended to that notification for the purpose of laying Kakinada-Basudebpur-Howrah gas pipeline for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited by M/s Relogistics Infrastructure Limited to the consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before *05th October, 2010*;

And whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances.

Schedule

Mandal/Tehsil/Taluk:Amadalavalasa		District:Srikakulam		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Akkivalasa	266/16A	00	02	64	
	266/16B	00	05	09	
	266/17A	00	02	05	
	266/17B	00	00	53	
	266/15C	00	02	61	
	266/14D	00	07	03	
	266/13	00	04	23	
	266/12	00	00	14	
	266/11A	00	03	95	
	266/11B	00	08	14	
	266/10C	00	04	56	
	266/9C	00	00	52	
	271/3	00	10	23	
	271/1	00	14	95	
	271/2	00	01	67	
	270/8	00	14	76	
	270/7	00	01	86	
	270/9	00	09	98	
	270/10	00	07	73	
	270/5	00	00	65	
	270/11	00	05	98	
	270/20	00	04	74	
	270/19	00	03	57	
	270/18	00	06	88	
	270/17	00	04	11	
	276	00	04	88	
	310/5	00	10	10	
	310/4	00	11	85	
	310/3B	00	01	24	
	310/3A	00	09	88	
	310/12A	00	05	77	
	310/13A	00	00	28	
	309/24	00	06	32	
	306/7B	00	12	34	
	306/7A	00	00	45	
	306/8	00	10	93	
	306/17	00	00	24	

1	2	3	4	5
1) Akkivalasa (Contd)	306/9C	00	03	44
	306/9B	00	00	10
	306/16A	00	06	23
	306/16B	00	01	60
	306/14	00	05	91
	306/13	00	05	00
	306/12	00	05	78
	306/11D	00	03	53
	306/11E	00	05	66
	305/11	00	10	53
	305/9	00	01	17
	305/8	00	18	45
	304/15	00	08	15
	304/14	00	06	41
	304/13	00	03	12
	304/12	00	04	42

Mandal/Tehsil/Taluk:Srikakulam	District:Srikakulam	State:ANDHRA PRADESH		
1) Chintada	115/13	00	07	88
	115/12	00	07	23
	115/1	00	00	50
	115/11	00	00	26
	115/3	00	28	87
	115/4	00	00	10
	104/23	00	06	01
	104/21	00	03	08
	104/22	00	03	13
	104/20	00	00	20
	105/16	00	08	95
	105/14	00	03	47
	105/15	00	01	94
	105/13	00	02	29
	105/10	00	01	34
	105/9	00	05	49
	105/8	00	04	40
	106/17	00	00	60
	106/16	00	02	37
	106/15	00	04	57
	106/14	00	06	16
	106/3	00	00	15
	106/4	00	00	47
	106/5	00	01	10
	106/13	00	02	75
	106/12	00	02	17

1	2	3	4	5
1) Chintada (Contd)	106/11	00	02	18
	106/6	00	02	48
	106/7	00	03	73
	106/8	00	02	23
	106/9	00	03	06
	106/10	00	03	16
	108/1	00	02	72
	108/2	00	00	10
	108/3	00	15	79
	108/8	00	03	71
	108/9	00	03	34
	108/10	00	01	07
	108/13	00	00	94
	108/11	00	04	80
	108/12	00	02	56
	108/16	00	00	71
	108/17	00	00	86
	108/18	00	02	02
	107	00	37	40
	128	00	04	98
	151/3	00	06	33
	151/4	00	02	59
	151/2	00	00	64
	151/6	00	31	97
	151/1	00	02	57
	151/7	00	00	25
	151/8	00	04	14
	151/9	00	05	04
	151/10	00	00	66
	151/11	00	00	18
	150	00	05	41
	169/18	00	12	14
	169/17	00	04	26
	169/16	00	01	20
	169/15	00	00	10
	169/13	00	00	10
	168/9	00	17	73
	168/1	00	00	57
	168/2	00	01	41
	168/5	00	00	10
	168/4	00	07	10
	168/3	00	07	05

1	2	3	4	5
1) Chintada (Contd)				
168/14	00	03	42	
168/15	00	02	14	
168/16	00	01	45	
168/20	00	00	10	
170/16	00	00	84	
170/17	00	02	42	
170/18	00	04	07	
170/15	00	04	76	
170/19	00	08	13	
171/1	00	01	77	
171/3	00	00	78	
171/2	00	03	29	
171/10	00	00	82	
171/11	00	00	10	
172/2	00	00	60	
172/18	00	06	25	
172/19	00	17	32	
172/20	00	02	61	
172/17	00	04	27	
172/16	00	00	13	
174/1	00	05	11	
173/18	00	04	17	
173/19	00	12	50	
173/16	00	00	44	
173/15	00	02	37	
175/19	00	04	71	
175/18	00	04	06	
175/17	00	02	17	
175/4	00	05	18	
175/5	00	04	42	
175/6	00	06	55	
175/16	00	01	17	
175/13	00	05	95	
175/12	00	04	69	
175/11	00	01	26	
175/14	00	05	51	
175/10	00	03	47	
266/2	00	16	58	
266/3	00	00	10	
266/1	00	01	77	
265/12	00	01	55	
265/15	00	05	95	

1	2	3	4	5
1) Chintada (Contd)	265/14	00	04	15
	265/13	00	00	42
	265/16	00	06	63
	265/17	00	03	84
	265/18	00	02	73
	265/10	00	03	27
	265/19	00	08	03
	265/9	00	05	67
	265/7	00	00	90
	265/8	00	04	55
	265/5	00	05	62
	265/4	00	03	15
	265/3	00	01	72
	265/1	00	00	10
	261/1	00	15	72
	261/2	00	00	39
	261/3	00	00	10
	262/2	00	00	10
	262/3	00	07	54
	262/4	00	01	30
	262/5	00	07	08
	262/7B	00	06	74
	260/2	00	02	66
	260/1	00	11	28
	260/3	00	23	66
	260/4	00	05	14
	225	00	06	25
	230/24	00	07	44
	230/12	00	00	24
	230/14	00	00	49
	230/15	00	00	10
	230/25	00	11	21
	230/26	00	02	57
	230/27	00	06	58
	230/23	00	03	68
	230/22	00	05	32
	230/21	00	00	48
	230/20	00	05	64
	230/17	00	00	16
	230/18	00	11	70
	231/10	00	06	99
	231/9	00	06	61

1	2	3	4	5
1) Chintada (Contd)				
231/8		00	01	52
231/13		00	05	36
231/7		00	05	50
231/4		00	00	83
231/5		00	04	53
231/6		00	19	97
231/15		00	04	41
231/1		00	01	77
232/1		00	01	86
234		00	02	66
232/2		00	04	10
233/15		00	00	10
233/14		00	11	63
233/13		00	03	74
233/12		00	03	76
233/11		00	03	14
233/10		00	03	01
233/18		00	00	11
233/19		00	00	44
233/20		00	00	98
233/1		00	01	36
233/9		00	11	29
233/8		00	11	82
233/2		00	05	51
233/3		00	06	54
237/15		00	05	66
237/16		00	00	94
237/14		00	06	50
237/9		00	04	33
237/10		00	02	04
237/8		00	05	57
237/7		00	06	40
237/6		00	07	91
237/5		00	02	22
237/4		00	06	87
237/3		00	09	67
237/2		00	00	10
2) Bhyrivanipeta				
4/2		00	07	22
4/1		00	07	56
3/8		00	14	79
3/9		00	03	83
3/7		00	13	32

1	2	3	4	5
2) Bhyrivanipeta (Contd)	3/6	00	07	02
	3/5	00	00	10
	3/4	00	08	00
	3/3	00	04	17
	3/2	00	04	34
	3/1	00	04	41
	1/6	00	05	83
	1/5	00	07	57
	1/4	00	15	05
	1/2	00	03	82
	1/3	00	11	93
3) Kasimvalasa	79/7	00	06	99
	79/6	00	05	81
	79/8	00	11	05
	79/22	00	02	90
	79/21	00	02	14
	79/20	00	01	25
	79/18	00	01	30
	79/17	00	01	04
	79/16	00	00	90
	79/15	00	00	77
	79/12	00	01	94
	79/4	00	02	34
	79/3	00	04	70
	79/2	00	07	84
	79/9	00	02	43
	79/10	00	05	11
	81/7	00	01	65
	81/1	00	00	51
	81/2	00	15	50
	82	00	04	16
	83/4	00	02	58
	83/7	00	14	45
	83/5	00	00	25
	83/6	00	09	76
	83/9	00	00	17
	83/11	00	01	52
	89/8	00	00	10
	89/20	00	02	95
	89/21	00	03	38
	89/22	00	01	86
	89/19	00	04	55

1	2	3	4	5
3) Kasimvalasa (Contd)	89/18	00	01	68
	89/17	00	03	98
	89/16	00	08	06
	89/15	00	00	64
	89/14	00	00	18
	87/11	00	06	48
	87/9	00	04	88
	87/8	00	04	30
	87/3	00	00	49
	87/7	00	13	08
	87/4	00	01	41
	87/5	00	03	20
	87/6	00	02	16
	86/9	00	00	12
	86/16	00	01	77
	86/17	00	02	38
	86/15	00	02	54
	86/14	00	06	40
	86/11	00	00	61
	86/12	00	00	33
	86/13	00	04	08
	106/3	00	03	00
	106/1	00	04	80
	104/9	00	02	04
	104/8	00	02	06
	104/7	00	01	16
	104/6	00	00	90
	104/12	00	01	08
	104/13	00	02	39
	104/5	00	14	02
	103/5	00	01	15
	103/7	00	00	27
	103/6	00	10	38
	103/9	00	10	60
	103/10	00	00	43
	103/1	00	11	35
	103/2	00	07	55
	101/3	00	00	10
	101/7	00	02	27
	101/8	00	06	53
	101/9	00	29	85
4) Batteru	3/1	00	29	29

1	2	3	4	5
4) Batteru (Contd)	1/3	00	06	84
	1/4	00	00	59
	1/5	00	09	15
	1/6	00	06	00
	1/7	00	01	35
	1/10	00	03	48
	1/11	00	10	50
	1/12	00	00	30
	1/13	00	05	33
	1/14	00	06	26
	1/15	00	01	58
5) Ponnarn	117/5	00	01	65
	117/6	00	06	75
	117/8	00	00	10
	117/9	00	11	46
	117/10	00	03	64
	117/11	00	14	10
	117/12	00	03	60
	117/13	00	00	10
	117/15	00	05	30
	117/17	00	09	00
	117/18	00	12	17
	117/19	00	01	32
	117/20	00	00	62
	118	00	01	63
	289/1	00	04	11
	288/3	00	16	23
	288/4	00	10	63
	288/5	00	01	13
	288/6	00	07	88
	288/8	00	03	00
	288/9	00	01	69
	288/15	00	00	12
	288/7	00	01	61
	288/10	00	04	91
	288/14	00	19	65
	288/16	00	06	67
	288/17	00	05	92
	288/13	00	00	91
	291/1	00	05	04
	291/2	00	06	50
	291/3	00	00	49

1	2	3	4	5
5) Ponnani (Contd)	283/1	00	06	71
	283/2	00	07	42
	283/6	00	01	07
	283/5	00	02	62
	283/7	00	00	40
	283/4	00	12	55
	283/8	00	07	87
	283/3	00	00	55
	283/9	00	12	82
	282	00	00	10
	284	00	04	48
	285/7	00	02	62
	281	00	17	86
	277/5	00	23	54
	277/1	00	13	41
	276/4	00	00	56
	276/1	00	07	65
	276/2	00	02	67
	276/3	00	01	34
	275/2	00	01	98
	275/1	00	01	27
	268/4B	00	11	04
	269/1B	00	23	76
	269/2B	00	01	03
	269/1A	00	04	77
	268/1A	00	04	77
	308	00	08	17
	310/2	00	02	69
	309/1B	00	02	31
	310/6	00	00	57
	309/1A	00	36	30
	323	00	23	05
	322/12	00	05	28
	321/13	00	06	99
	322/11	00	00	15
	322/8	00	03	23
	322/7	00	03	44
	322/3	00	00	21
	322/4	00	00	82
	322/5	00	02	15
	322/6	00	03	17
	322/9	00	00	17

1	2	3	4	5
Mandal/Tehsil/Taluk:Narasannapeta	District:Srikakulam	State:ANDHRA PRADESH		
1) Lakulam	In bet. V.B. & Svy. No. 438	01	25	79
	438	00	50	50
	439	00	09	98
	440	01	39	87
	204/13	00	00	10
	205/1	00	13	50
	205/2	00	33	03
	195/7	00	05	20
	195/8	00	07	21
	207/1	00	00	60
	207/2	00	00	19
	192/1	00	01	85
	192/2	00	14	72
	192/3	00	08	93
	192/4	00	12	34
	190	00	02	47
	186/1	00	12	96
	186/2	00	12	65
	186/3	00	00	15
	187/1	00	14	01
	187/2	00	09	78
	189	00	25	29
	45/6A	00	11	14
	45/6B	00	16	26
	46/10	00	07	46
	46/11	00	10	90
	47/1	00	11	77
	47/2	00	00	10
	47/6A	00	01	15
	54/1B	00	03	37
	54/2A	00	00	10
	54/2B	00	07	05
	54/3B	00	14	17
	54/4	00	00	39
	54/5	00	07	34
	53/1	00	09	19
	53/2	00	07	73
	53/3A	00	06	57
	52/1A	00	00	10
	52/1B	00	08	50
	52/3	00	09	24
	58/1	00	26	07

1	2	3	4	5
1) Lukulam (Contd)	58/2	00	03	78
	51/1	00	13	81
	75/2	00	00	71
	75/3	00	01	50
	75/4	00	14	61
	75/5	00	03	99
	75/7	00	12	50
	75/8	00	03	56
	75/9	00	07	33
	74/2	00	17	40
	74/7	00	23	04
	72/8	00	05	67
	72/10	00	10	71
	71/6	00	01	42
	71/7	00	03	25
	71/8	00	04	70
	80	00	06	41
	81/2	00	07	37
	81/4	00	02	70
	81/5	00	06	40
	84	00	02	00
	95/4	00	07	55
	96/1	00	00	30
	95/5	00	00	78
	95/6	00	13	94
	95/7	00	01	90
	95/8	00	09	29
	95/9	00	01	09
	95/10	00	06	13
	95/12	00	02	88
	95/13	00	00	56
	94/2	00	00	19
	92/1	00	09	36
	92/2	00	18	43
	92/3	00	24	71
	86/22	00	00	85
	91/3A	00	00	16
	91/3B	00	02	12
	91/4	00	15	31
	91/5	00	02	19
	91/6	00	05	62
	91/7	00	07	01

1	2	3	4	5
1) Lukulam (Contd)	91/8	00	01	13
	91/9	00	05	82
	91/10	00	09	12
	91/11	00	00	10
	91/12	00	00	75
	91/13	00	04	26
	90/1A	00	02	97
	89/9	00	02	64
	89/10	00	23	82
	89/11/B	00	01	09
	89/22A	00	02	71
	89/22B	00	06	58
	89/23	00	08	21
	89/24	00	06	02
	89/25/A	00	01	63
	102/1	00	11	66
	102/2	00	01	44
	102/4	00	03	70
	102/5	00	06	77
	102/6	00	04	56
	102/7	00	02	71
	102/9	00	09	05
	102/10	00	00	11
	102/12	00	05	46
	103/1	00	01	58
2) Nadagam	204/10	00	02	43
	204/9	00	14	39
	205	00	00	97
	206/2	00	29	75
	206/1	00	14	57
	207/3	00	18	28
	207/2	00	08	89
	207/1	00	05	94
	208/5	00	02	07
	208/2	00	00	10
	218	00	12	74
	219	00	18	62
	220	00	22	17
	221/1	00	13	88
	221/2	00	12	78
	222	00	12	34
	224	00	63	65

1	2	3	4	5
2) Nadagam (Contd)	225	00	00	23
	226/2	00	09	71
	130/6	00	05	54
	129/5	00	16	61
	129/6	00	12	38
	129/7	00	10	68
	129/4	00	00	66
	128/2	00	01	34
	129/3	00	02	53
	128/1	00	02	63
	128/3	00	20	14
	119	00	14	24
	127/6	00	01	96
	127/5	00	00	32
	120/12	00	05	59
	120/13	00	00	10
	120/10	00	00	10
	120/9	00	00	46
	120/14	00	12	55
	120/15	00	05	69
	120/16	00	06	65
	117/1	00	12	65
	117/2	00	05	32
	117/4	00	06	09
	116/7	00	05	51
	116/10	00	05	02
	116/11	00	05	70
	116/12	00	05	82
	116/13	00	05	67
	115/3	00	03	29
	115/2	00	03	13
	115/4	00	05	71
	115/10	00	05	87
	115/9	00	03	90
	111/2	00	06	30
	110/1	00	12	48
	110/2	00	08	93
	110/4	00	08	32
	105/1	00	29	45
	105/2	00	00	28
	94	00	01	91
	95	00	02	14

1	2	3	4	5
2) Nadagam (Contd)	83/1	00	31	77
	83/4	00	10	42
	83/3	00	00	54
	83/8	00	11	89
	83/6	00	00	10
	83/7	00	02	18
	82/1	00	29	40
	82/2	00	01	09
	81	00	00	16
	82/3	00	00	10
3) Totada	16/1	00	01	21
	16/2	00	25	78
	16/3	00	02	32
	22/5	00	13	17
	15/16	00	06	13
	15/17	00	02	78
	15/20	00	03	49
	13	00	42	15
4) Talagavalasa	74	00	02	27
	67/3	00	13	40
	67/2	00	11	70
	67/1	00	04	04
	68/6	00	11	97
	64	00	11	04
	68/10	00	11	99
	60/7	00	08	88
	60/6	00	03	87
	60/5	00	03	56
	60/4	00	03	10
	60/1	00	02	47
	59/9	00	13	20
	59/7	00	02	89
	59/4	00	01	92
	59/3	00	01	12
	58/4	00	00	10
	58/3	00	00	96
	58/2	00	01	50
	58/1	00	02	58
	56/5	00	11	35
	56/4	00	05	02
	57/4	00	00	42
	57/3	00	03	36

1	2	3	4	5
4) Talagavalasa (Contd)	56/3	00	01	77
	57/2	00	03	90
	57/1	00	04	11
	56/2	00	01	88
5) Paraselli	86/3	00	01	32
	85/2	00	26	70
	85/3	00	13	96
	84	00	35	05
	83	00	22	07
	82	00	35	28
	61	00	07	48
	62/1	00	02	94
	62/3	00	20	13
	62/4	00	23	17
	62/5	00	03	76
	56	00	02	60
	51	00	00	25
	54	00	02	31
	53/2	00	17	55
	53/1	00	22	65
	52/1	00	02	56
	52/2	00	02	91
	50/2	00	20	62
	50/1	00	04	58
	49	00	01	80
	48/1	00	08	36
	47/1	00	38	14
	47/5	00	00	62
	47/4	00	05	83
	48/2	00	26	17
6) Sundarapuram	13	00	00	10
	11/1	00	07	37
	11/8	00	00	10
	11/7	00	00	21
	11/6	00	01	07
	11/3	00	02	56
	11/2	00	02	69
	11/4	00	05	00
	8	00	19	47
	5/20	00	00	16
	5/21	00	01	74
	6/9	00	04	70

1	2	3	4	5
6) Sundarapuram (Contd)	6/10	00	03	42
	6/8	00	00	90
	6/11	00	00	11
	7/2	00	16	33
	6/21	00	00	47
	7/1	00	02	57
	7/3	00	01	30
	7/5	00	00	10
	7/6	00	00	78
	7/7	00	04	14
	7/8B	00	02	29
	7/11	00	01	96
	7/10	00	10	73
	7/8A	00	00	29
	37/2	00	08	73
	37/1	00	03	28
	37/3B	00	00	15
	37/3A	00	08	32
	37/4	00	04	59
	37/5	00	00	10

[F. No. L-14014/33/2010-G.P.]

K. K. SHARMA, Under Secy.

ननई दिल्ली, 31 मई, 2011

का. आ. 1535.—भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1451, तारीख 04 जून, 2010 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलायंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा- वासुदेवपुर-हावडा गैस पाइपलाइन विछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 09 अक्टूबर, 2010 को अथवा उससे पूर्व उपलब्ध करा दी गई थी ;

और, पाइपलाइन विछाने के सम्बन्ध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन विछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन विछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के वजाए, सभी विल्लंगमों से मुक्त, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा।

अनुसूची

मंडल/ तेहसिल/ तालुक : पोंदूरु		जिला : श्रीकाकुलम	राज्य : आन्ध्र प्रदेश		
गाँव का नाम		सर्वे सं/सब डिविजन सं.	आर.ओ.यू.अर्जित करने के लिए क्षेत्रफल		
			हेक्टेयर	एयर	सि एयर
1	2	3	4	5	
1) धर्मापुरा	108/8	00	16	84	
	108/9	00	15	68	
	108/10	00	04	39	
	108/16	00	02	11	
	108/15	00	02	88	
	108/14	00	02	62	
	108/13	00	04	77	
	108/12	00	01	73	
	108/11	00	01	18	
	108/17	00	00	84	
	108/18	00	00	27	
	107/22	00	02	41	
	107/18	00	00	13	
	107/21	00	13	98	
	107/20	00	01	90	
	110/12	00	06	93	
	110/11	00	02	23	
	110/10	00	03	27	
	110/9	00	03	17	
	110/8	00	01	13	
	110/7	00	00	14	
	110/6	00	10	51	
	110/5	00	08	24	
	110/13	00	01	26	
	110/1	00	00	10	
	110/2	00	08	87	
	110/3	00	13	70	
	114/13	00	00	13	
	114/14	00	05	98	
	114/15	00	14	46	
	115/15	00	00	50	
	115/6	00	00	10	
	115/5	00	05	83	
	115/7	00	03	44	
	115/8	00	00	37	
	115/9	00	00	10	
	115/4	00	02	31	

1	2	3	4	5
1) धर्मापुरा (निरंतर)	115/3	00	08	60
	115/2	00	02	03
	124/5	00	00	10
	124/2	00	08	50
	124/1	00	01	88
	124/4	00	11	10
	124/6	00	00	53
	124/3	00	04	12
	125/9	00	00	10
	125/10	00	05	75
	125/8	00	16	61
	125/7	00	04	90
	125/5	00	00	42
	125/3	00	04	21
	125/4	00	20	78
	126/13	00	03	58
	126/15	00	07	52
	126/14	00	05	56
	126/5	00	02	43
	127/17	00	08	65
	127/16	00	00	10
	127/18	00	13	20
	127/19	00	06	21
	127/15	00	07	64
	127/12	00	06	40
	127/14	00	07	44
	127/13	00	08	18
	127/4	00	00	48
	127/5	00	10	47
	127/10	00	02	18
	127/6	00	03	85
	127/7	00	01	72
	128	00	02	52
	134/15	00	00	49
	134/12	00	03	22
	134/11	00	07	58
	141/27	00	00	28
	186/17	00	00	36
	187/12	00	07	62
	187/14	00	00	93
	187/13	00	07	61
	187/15	00	08	28

1	2	3	4	5
1) धमापुरा (निरंतर)	187/17	00	02	93
	187/18	00	03	75
	189/1	00	07	82
	189/2	00	05	07
	189/3	00	04	46
	189/22	00	02	83
	189/4	00	04	08
	189/23	00	00	10
	189/21	00	13	05
	189/19	00	01	27
	189/18	00	05	11
	189/17	00	04	72
	189/16	00	00	10
	189/10	00	05	03
	189/14	00	07	84
	189/11	00	09	05
	189/12	00	00	47
	190/9	00	10	96
	190/8	00	01	06
	190/7	00	03	03
	190/6	00	03	82
	190/5	00	02	99
	190/4	00	00	66
	190/1	00	02	44
	190/3	00	12	46
	190/2	00	03	25
	190/12	00	08	49
	190/13	00	00	75
2) तोलापी	192/19	00	02	97
	30	00	00	26
	78	00	00	22
	79	00	16	53
	101	00	00	10
	155/2	00	00	68
	155/3	00	09	48
	156/1	00	02	26
	156/14	00	03	05
	156/15	00	02	78
	156/16	00	03	87
	156/17	00	03	82
	156/18	00	02	33
	156/19	00	01	50

1	2	3	4	5
2) तोलापी (निरंतर)	156/20	00	01	45
	156/22	00	00	10
	156/3	00	00	57
	156/4	00	05	87
	156/5	00	03	20
	157/21	00	01	06
	157/22	00	02	95
	157/24	00	00	73
	157/25	00	05	34
	157/26	00	06	05
	157/27	00	09	17
	157/29	00	07	12
	157/30	00	02	15
	16/12	00	00	31
	160/18	00	01	80
	160/19	00	02	47
	160/20	00	04	18
	160/8	00	00	18
	161/10	00	00	10
	161/16	00	00	10
	161/17	00	03	09
	161/18	00	05	78
	161/2	00	00	23
	161/3	00	02	69
	161/4	00	07	67
	161/5	00	04	59
	161/6	00	08	37
	161/7	00	01	14
	161/8	00	03	50
	161/9	00	05	56
	162/1	00	10	54
	162/10	00	00	73
	162/2	00	05	19
	162/3	00	00	57
	163/6	00	13	74
	163/8	00	29	43
	163/9	00	00	93
	164/15	00	02	69
	164/16	00	03	23
	164/17	00	20	27
	164/5	00	12	16
	164/6	00	02	18

1	2	3	4	5
2) तोलापी (निरंतर)	164/7	00	10	51
	170/1	00	01	98
	170/11	00	10	16
	170/2	00	00	47
	170/5	00	19	45
	170/6	00	00	43
	170/7	00	00	10
	170/8	00	07	35
	170/9	00	02	82
	171/10	00	25	65
	171/11	00	00	80
	171/12	00	00	10
	171/16	00	17	66
	185/3	00	06	68
	185/4	00	00	86
	185/5	00	11	67
	185/6	00	04	96
	185/7	00	01	09
	185/8	00	06	62
	185/9	00	12	85
	186/17	00	04	61
	186/18	00	00	10
	186/19	00	03	06
	186/20	00	04	68
	186/21	00	01	21
	186/22	00	06	02
	187/1	00	18	77
	187/11	00	08	69
	187/2	00	00	79
	187/3	00	00	62
	187/4	00	00	17
	188/1	00	01	13
	188/10	00	01	32
	188/11	00	13	57
	188/12	00	05	22
	188/13	00	00	10
	188/14	00	01	95
	188/15	00	03	79
	188/2	00	10	59
	188/20	00	03	24
	188/8	00	17	24
	188/9	00	00	12

1	2	3	4	5
2) तोंलापी (निरंतर)	192/1	00	01	93
	192/17	00	03	80
	192/18	00	11	44
	192/2	00	06	04
	192/3	00	06	50
	192/4	00	08	24
	192/5	00	04	60
	33/3	00	31	67
	34/2	00	14	05
	34/3	00	00	91
	34/4	00	10	86
	34/5	00	02	86
	34/6	00	02	04
	36/1	00	02	35
	36/10	00	04	22
	36/11	00	06	66
	36/14	00	06	77
	36/15	00	07	57
	36/5	00	00	25
	36/6	00	07	82
	36/7	00	15	43
	36/8	00	03	63
	36/9	00	00	10
	37/1	00	00	87
	38/10	00	08	90
	38/11	00	09	91
	38/12	00	01	95
	38/13	00	00	40
	38/4	00	00	78
	38/5	00	04	10
	38/6	00	06	35
	38/8	00	01	02
	38/9	00	03	98
	39/10	00	02	72
	39/13	00	06	94
	39/14	00	06	17
	39/15	00	01	06
	39/17	00	00	10
	39/18	00	01	59
	39/7	00	00	27
	69/13	00	06	05
	69/12	00	00	30

1	2	3	4	5
2) तालापी (निरंतर)	69/14	00	05	03
	69/15	00	05	16
	69/16	00	03	99
	69/20	00	05	44
	69/5	00	00	17
	70/1	00	09	93
	70/9	00	03	73
	80/2	00	24	47
	81/1	00	03	81
	81/10	00	07	09
	81/11	00	05	62
	81/12	00	00	10
	81/13	00	02	48
	81/2	00	02	76
	81/20	00	00	88
	81/21	00	04	34
	81/22	00	09	38
	81/23	00	01	39
	81/6	00	06	19
	81/7	00	00	49
	81/8	00	03	41
	81/9	00	04	89
	82/10	00	00	10
	82/11	00	00	35
	82/12	00	01	17
	82/18	00	00	61
	82/19	00	04	75
	82/20	00	00	10
	82/21	00	01	49
	82/22	00	04	98
	92/20	00	00	65
	93/14	00	00	20
	93/17	00	01	76
	93/18	00	03	07
	93/19	00	03	65
	93/20	00	00	52
	93/28	00	00	76
	93/29	00	01	06
	93/30	00	05	84
	93/31	00	02	24
	93/32	00	02	43
	94/10	00	01	61

1	2	3	4	5
2) तोलापी (निरंतर)	94/11	00	04	19
	94/12	00	03	32
	94/13	00	02	32
	94/14	00	00	20
	94/19	00	02	83
	94/4	00	02	96
	94/5	00	02	18
	94/6	00	11	26
	94/7	00	05	46
	94/8	00	00	80
	95/11	00	08	55
	95/12	00	00	17
	95/14	00	00	15
	95/15	00	00	48
	95/16	00	01	04
	95/17	00	02	74
	95/18	00	08	44
	95/23	00	00	70
	95/24	00	02	43
	95/4	00	00	55
	95/5	00	03	66
	95/6	00	06	23
	95/7	00	02	86
	95/8	00	00	10
	97/12	00	00	91
	97/13	00	00	90
	97/14	00	04	56
	97/15	00	06	63
	97/16	00	01	98
	97/17	00	01	04
	97/18	00	00	23
	97/19	00	00	28
	97/20	00	01	43
3) मोदल्लावलसा	119/12	00	02	68
	119/13	00	01	02
	119/14	00	02	37
	119/11	00	03	58
	119/16	00	00	15
	119/10	00	06	45
	119/9	00	03	30
	119/8	00	00	10
	119/6	00	06	95

1	2	3	4	5
3) मोदल्लावलसा (निरंतर)	119/5	00	06	74
	119/7	00	00	13
	119/4	00	09	72
	120/3	00	06	77
	120/1	00	00	81
	120/2	00	10	36
	120/12	00	12	72
	120/13	00	06	88
	120/14	00	00	22
	122/7	00	01	85
	122/6	00	00	22
	122/4	00	02	01
	122/1	00	11	56
	122/2	00	00	58
	121/14	00	00	10
	121/15	00	01	22
	121/16	00	09	38
	121/17	00	12	55
	121/7	00	01	72
	103	00	03	97
	106/1	00	01	36
	106/2	00	29	26
	107/8	00	01	31
	107/1	00	16	11
	107/2	00	03	11
	108/9	00	07	07
	108/8	00	00	93
	97/1	00	13	49
	97/2	00	09	29
	97/3	00	12	78
	97/4	00	00	10
	97/5	00	20	81
	94/1	00	00	79
	94/2	00	06	78
	93	00	05	01
	19/4	00	04	88
	19/5	00	09	64
	19/7	00	07	49
	19/8	00	03	78
	19/9	00	07	29
	19/10	00	01	22
	19/11	00	09	60

1	2	3	4	5
3) मोदल्लावलसा (निरंतर)	19/12	00	09	08
	19/1	00	00	70
	29/1	00	00	20
	29/6	00	01	24
	20/5	00	10	82
	28/1	00	04	42
	28/2	00	08	43
	28/3	00	01	64
	28/4	00	02	76
	28/5	00	08	33
	28/6	00	01	09
	34/6	00	00	10
	34/1	00	07	89
	35/1	00	00	10
	35/2	00	00	10
	34/2	00	07	27
	27/4	00	06	23
	27/3	00	00	10
	27/6	00	02	34
	27/9	00	01	51
	27/11	00	00	10
	27/12	00	00	70
	27/13	00	08	94
	38/13	00	16	92
	38/10	00	01	44
	38/11	00	00	27
	38/12	00	02	28
	38/14	00	00	64
	38/7	00	00	39
	38/6	00	20	35
	38/5	00	02	44
	38/4	00	12	24
	38/3	00	00	10
	25/4	00	02	38
	25/5	00	06	10
	25/6	00	08	74
	24	00	00	10
	39/1	00	03	12
	39/2	00	00	77
	39/3	00	00	56
	39/7	00	01	47
	39/8	00	00	19

1	2	3	4	5
3) मोदल्लावलसा (निरंतर)	40	00	09	05
4) बोडापल्ली	198/11	00	03	44
	198/12	00	00	73
	198/13	00	00	89
	198/14	00	00	84
	198/15	00	02	70
	198/16	00	07	18
	198/17	00	00	94
	198/18	00	00	61
	198/20	00	00	10
	198/19	00	00	56
	198/22	00	00	51
	198/1	00	02	25
	199/16	00	00	69
	199/17	00	02	36
	199/18	00	04	19
	199/19	00	00	84
	199/20	00	03	33
	199/21	00	00	81
	199/22	00	00	82
	199/23	00	00	44
	199/24	00	00	77
	199/26	00	05	45
	199/13	00	00	50
	199/11	00	02	61
	199/10	00	03	06
	199/9	00	02	30
	199/8	00	00	94
	199/7	00	00	10
	200	00	06	87
	245/10	00	00	10
	245/9	00	00	98
	245/8	00	02	64
	245/1	00	01	98
	244/16	00	03	48
	244/15	00	03	76
	244/14	00	04	16
	244/12	00	05	28
	244/9	00	02	35
	244/10	00	01	50
	244/8	00	03	08
	244/1	00	03	10

1	2	3	4	5
4) बोंडापल्ली (निरंतर)	244/2	00	00	58
	243/23	00	17	31
	243/22	00	02	24
	243/21	00	03	78
	243/20	00	03	15
	243/17	00	00	72
	243/18	00	03	22
	243/19	00	00	10
	243/11	00	01	83
	243/12	00	04	85
	243/7	00	00	34
	243/8	00	01	60
	243/9	00	01	46
	243/10	00	00	52
	243/4	00	03	27
	243/3	00	03	51
	243/1	00	13	02
	240/10	00	00	10
	240/9	00	01	73
	240/8	00	02	54
	240/7	00	05	63
	240/2	00	02	10
	240/1	00	04	66
	235	00	24	61
	236/1	00	20	29
	228/1	00	11	06
	228/2	00	13	02
	228/3	00	11	04
	228/4	00	13	58
	253	00	30	71
मंडल/ तेहसिल/ तालुक : आमदालवलमा	जिला : श्रीकाकुलम	राज्य : आन्ध्र प्रदेश		
1) दुसी	1	01	10	20
	47	00	54	37
	52/17	00	00	63
	52/16	00	14	35
	51/5	00	01	05
	52/19	00	02	60
	52/18	00	08	13
	52/20	00	02	71
	52/15	00	03	95
	51/4	00	07	47
	51/8	00	24	71
	51/2	00	04	82

1	2	3	4	5
1) दुसी (निरंतर)	51/3	00	07	03
	50	00	13	93
	55/12	00	00	75
	55/15	00	06	44
	56/1	00	04	66
	183/12	00	10	65
	183/16	00	00	28
	183/15	00	07	13
	183/13	00	09	21
	183/14	00	00	42
	184/1	00	01	09
	183/10	00	00	53
	184/2	00	03	22
	184/11	00	06	09
	184/10	00	00	61
	184/4	00	08	77
	184/3	00	04	82
	184/5	00	08	94
	185/19	00	01	23
	185/20	00	05	49
	184/8	00	00	23
	185/22	00	01	41
	185/21	00	03	04
	185/13	00	07	72
	185/17	00	01	09
	185/5	00	05	96
	185/9	00	03	55
	185/10	00	03	25
	185/12	00	00	27
	185/11	00	01	76
	185/6	00	00	70
	185/8	00	01	83
	186	00	13	70
	251/8	00	00	10
	251/4	00	03	80
	251/2	00	05	46
	251/1	00	04	91
	228/3	00	02	22
	228/5	00	06	59
	228/4	00	09	82
	228/2	00	07	79
	228/1	00	17	64

1	2	3	4	5
1) दुसी (निरंतर)	227/11	00	00	70
	227/15	00	11	69
	227/14	00	09	84
	227/6	00	02	02
	229/14	00	00	10
	229/13	00	00	18
	229/12	00	02	19
	229/8	00	11	72
	227/5	00	00	10
	229/7	00	02	61
	229/9	00	01	26
	229/6	00	09	88
	229/1	00	00	34
	229/2	00	04	27
	229/3	00	06	05
	229/5	00	00	10
	233/7	00	00	10
	230/9	00	13	03
	230/3	00	01	85
	230/11	00	00	51
	229/4	00	00	10
	230/10	00	03	68
	230/7	00	02	82
	230/6	00	01	91
	230/5	00	10	91
	230/4	00	07	96
	223/20	00	08	28
	223/19	00	01	47
	222/15	00	20	13
	222/14	00	09	13
	221/6	00	04	19
	221/5	00	02	72
	221/4	00	02	56
	221/3	00	02	94
	222/9	00	00	80
	221/2	00	06	20
	221/7	00	00	85
	221/9	00	02	96
	221/10	00	05	29
	221/12	00	04	00
	221/13	00	00	10
	221/15	00	02	32

1	2	3	4	5
1) दुप्पी (निम्तर)	2 21/11	00	03	36
	2 21/22	00	00	40
	2 21/19	00	02	08
	2 21/17	00	03	52
	2 21/16	00	03	29
	2 21/18	00	02	91
	2 20/6	00	04	58
	2 20/1	00	04	44
	2 20/2	00	05	70
	2 15/5	00	09	10
	2 15/6	00	21	08
	2 16	00	06	69
	2 13/14	00	18	25
	2 13/13	00	10	55
	2 13/12	00	02	21
	2 17	00	01	20
	2 12/1	00	01	02
	2 18/4	00	01	49
2) वन्जानी	8/15	00	13	99
	9/1	00	00	10
	8/16	00	02	26
	8/8	00	07	97
	8/17	00	03	23
	9/3	00	00	19
	8/18	00	17	18
	8/19	00	00	19
	6/18	00	01	90
	6/17	00	05	34
	6/19	00	00	27
	8/7	00	03	08
	6/6	00	10	45
	6/7	00	04	62
	6/15	00	02	33
	6/9	00	04	41
	6/8	00	01	22
	6/13	00	00	55
	6/11	00	06	35
	6/12	00	01	37
	6/10	00	02	73
	14/2	00	09	36
	14/4	00	02	36
	14/3	00	00	73

1	2	3	4	5
2) वन्यानी (निरंतर)	36/1	00	02	63
	22/6	00	12	37
	36/8	00	00	10
	22/8	00	00	13
	22/7	00	05	89
	22/5	00	01	02
	23/17	00	04	89
	23/16	00	08	55
	23/15	00	02	40
	23/14	00	04	22
	35/7	00	02	76
	35/2	00	18	83
	34/5	00	01	25
	34/1	00	16	24
	32/2	00	02	38
	32/4	00	09	06
	32/1	00	00	31
	32/3	00	22	59
	32/6	00	11	13
	32/5	00	00	77
	30/21	00	03	01
	30/20	00	00	10
	48/1	00	17	28
	48/2	00	05	61
	54/5	00	01	57
	54/6	00	04	65
	54/7	00	00	20
	54/8	00	03	09
	54/9	00	01	22
	54/13	00	02	86
	54/22	00	00	93
	52/1	00	05	03
	52/2	00	01	55
	52/3	00	04	30
	52/6	00	02	48
	52/7	00	02	82
	52/8	00	11	79
	52/9	00	00	83
	52/12	00	02	88
	52/13	00	00	42
	56/15	00	00	13
	56/16	00	01	86

1	2	3	4	5
2) वन्जानी (निरंतर)	56/21	00	05	65
	56/18	00	03	29
	56/19	00	00	87
	56/20	00	00	88
	57/4	00	03	35
	57/5	00	00	29
	56/9	00	00	19
	57/3	00	03	23
	57/6	00	00	90
	57/7	00	04	27
	57/2	00	16	86
	57/8	00	08	43
	57/10	00	00	73
	57/13	00	33	28
	57/12	00	00	21
	58/2	00	01	70
	58/3	00	11	30
	58/4	00	00	70
	58/5	00	04	52
	58/6	00	06	42
	58/13	00	00	17
	58/14	00	00	11
	58/15	00	19	37
	58/16	00	00	57
	60/1	00	15	48
	60/3	00	00	13
	60/2	00	05	29
3) कनुगुलावलसा	213/13	00	00	40
	213/14	00	03	53
	213/15	00	11	08
	216/27	00	07	45
	216/26	00	11	31
	216/25	00	01	32
	216/24	00	08	13
	216/29	00	00	88
	216/23	00	04	93
	216/22	00	04	11
	216/21	00	02	13
	216/20	00	00	13
	216/19	00	23	39

1	2	3	4	5
कनुगुलावलसा (निरंतर)	216/18 216/32	00 00	02 05	54 38

[फा सं. एल.-14014/33/2010-जी.पी.]

के. के. शर्मा, अवर सचिव

New Delhi, the 31st May, 2011

S. O. 1535.— Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 1451 dated 04th June, 2010, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land, specified in the Schedule appended to that notification for the purpose of laying Kakinada-Basudebpur-Howrah gas pipeline for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited by M/s Relogistics Infrastructure Limited to the consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before ~~07th October~~, 2010;

And whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances.

Schedule

Mandal/Tehsil/Taluk:Ponduru		District:Srikakulam		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Dharampura	108/8	00	16	84	
	108/9	00	15	68	
	108/10	00	04	39	
	108/16	00	02	11	
	108/15	00	02	88	
	108/14	00	02	62	
	108/13	00	04	77	
	108/12	00	01	73	
	108/11	00	01	18	
	108/17	00	00	84	
	108/18	00	00	27	
	107/22	00	02	41	
	107/18	00	00	13	
	107/21	00	13	98	
	107/20	00	01	90	
	110/12	00	06	93	
	110/11	00	02	23	
	110/10	00	03	27	
	110/9	00	03	17	
	110/8	00	01	13	
	110/7	00	00	14	
	110/6	00	10	51	
	110/5	00	08	24	
	110/13	00	01	26	
	110/1	00	00	10	
	110/2	00	08	87	
	110/3	00	13	70	
	114/13	00	00	13	
	114/14	00	05	98	
	114/15	00	14	46	
	115/15	00	00	50	
	115/6	00	00	10	
	115/5	00	05	83	
	115/7	00	03	44	
	115/8	00	00	37	
	115/9	00	00	10	
	115/4	00	02	31	

1	2	3	4	5
1) Dharampura (Contd)	115/3	00	08	60
	115/2	00	02	03
	124/5	00	00	10
	124/2	00	08	50
	124/1	00	01	88
	124/4	00	11	10
	124/6	00	00	53
	124/3	00	04	12
	125/9	00	00	10
	125/10	00	05	75
	125/8	00	16	61
	125/7	00	04	90
	125/5	00	00	42
	125/3	00	04	21
	125/4	00	20	78
	126/13	00	03	58
	126/15	00	07	52
	126/14	00	05	56
	126/5	00	02	43
	127/17	00	08	65
	127/16	00	00	10
	127/18	00	13	20
	127/19	00	06	21
	127/15	00	07	64
	127/12	00	06	40
	127/14	00	07	44
	127/13	00	08	18
	127/4	00	00	48
	127/5	00	10	47
	127/10	00	02	18
	127/6	00	03	85
	127/7	00	01	72
	128	00	02	52
	134/15	00	00	49
	134/12	00	03	22
	134/11	00	07	58
	141/27	00	00	28
	186/17	00	00	36
	187/12	00	07	62
	187/14	00	00	93
	187/13	00	07	61
	187/15	00	08	28

1	2	3	4	5
1) Dharampura (Contd)	187/17	00	02	93
	187/18	00	03	75
	189/1	00	07	82
	189/2	00	05	07
	189/3	00	04	46
	189/22	00	02	83
	189/4	00	04	08
	189/23	00	00	10
	189/21	00	13	05
	189/19	00	01	27
	189/18	00	05	11
	189/17	00	04	72
	189/16	00	00	10
	189/10	00	05	03
	189/14	00	07	84
	189/11	00	09	05
	189/12	00	00	47
	190/9	00	10	96
	190/8	00	01	06
	190/7	00	03	03
	190/6	00	03	82
	190/5	00	02	99
	190/4	00	00	66
	190/1	00	02	44
	190/3	00	12	46
	190/2	00	03	25
	190/12	00	08	49
	190/13	00	00	75
2) Tolapi	192/19	00	02	97
	30	00	00	26
	78	00	00	22
	79	00	16	53
	101	00	00	10
	155/2	00	00	68
	155/3	00	09	48
	156/1	00	02	26
	156/14	00	03	05
	156/15	00	02	78
	156/16	00	03	87
	156/17	00	03	82
	156/18	00	02	33
	156/19	00	01	50

1	2	3	4	5
2) Tolapi (Contd)	156/20	00	01	45
	156/22	00	00	10
	156/3	00	00	57
	156/4	00	05	87
	156/5	00	03	20
	157/21	00	01	06
	157/22	00	02	95
	157/24	00	00	73
	157/25	00	05	34
	157/26	00	06	05
	157/27	00	09	17
	157/29	00	07	12
	157/30	00	02	15
	16/12	00	00	31
	160/18	00	01	80
	160/19	00	02	47
	160/20	00	04	18
	160/8	00	00	18
	161/10	00	00	10
	161/16	00	00	10
	161/17	00	03	09
	161/18	00	05	78
	161/2	00	00	23
	161/3	00	02	69
	161/4	00	07	67
	161/5	00	04	59
	161/6	00	08	37
	161/7	00	01	14
	161/8	00	03	50
	161/9	00	05	56
	162/1	00	10	54
	162/10	00	00	73
	162/2	00	05	19
	162/3	00	00	57
	163/6	00	13	74
	163/8	00	29	43
	163/9	00	00	93
	164/15	00	02	69
	164/16	00	03	23
	164/17	00	20	27
	164/5	00	12	16
	164/6	00	02	18

1	2	3	4	5
2) Tolapi (Contd)	164/7	00	10	51
	170/1	00	01	98
	170/11	00	10	16
	170/2	00	00	47
	170/5	00	19	45
	170/6	00	00	43
	170/7	00	00	10
	170/8	00	07	35
	170/9	00	02	82
	171/10	00	25	65
	171/11	00	00	80
	171/12	00	00	10
	171/16	00	17	66
	185/3	00	06	68
	185/4	00	00	86
	185/5	00	11	67
	185/6	00	04	96
	185/7	00	01	09
	185/8	00	06	62
	185/9	00	12	85
	186/17	00	04	61
	186/18	00	00	10
	186/19	00	03	06
	186/20	00	04	68
	186/21	00	01	21
	186/22	00	06	02
	187/1	00	18	77
	187/11	00	08	69
	187/2	00	00	79
	187/3	00	00	62
	187/4	00	00	17
	188/1	00	01	13
	188/10	00	01	32
	188/11	00	13	57
	188/12	00	05	22
	188/13	00	00	10
	188/14	00	01	95
	188/15	00	03	79
	188/2	00	10	59
	188/20	00	03	24
	188/8	00	17	24
	188/9	00	00	12

1	2	3	4	5
2) Tolapi (Contd)	192/1	00	01	93
	192/17	00	03	80
	192/18	00	11	44
	192/2	00	06	04
	192/3	00	06	50
	192/4	00	08	24
	192/5	00	04	60
	33/3	00	31	67
	34/2	00	14	05
	34/3	00	00	91
	34/4	00	10	86
	34/5	00	02	86
	34/6	00	02	04
	36/1	00	02	35
	36/10	00	04	22
	36/11	00	06	66
	36/14	00	06	77
	36/15	00	07	57
	36/5	00	00	25
	36/6	00	07	82
	36/7	00	15	43
	36/8	00	03	63
	36/9	00	00	10
	37/1	00	00	87
	38/10	00	08	90
	38/11	00	09	91
	38/12	00	01	95
	38/13	00	00	40
	38/4	00	00	78
	38/5	00	04	10
	38/6	00	06	35
	38/8	00	01	02
	38/9	00	03	98
	39/10	00	02	72
	39/13	00	06	94
	39/14	00	06	17
	39/15	00	01	06
	39/17	00	00	10
	39/18	00	01	59
	39/7	00	00	27
	69/13	00	06	05
	69/12	00	00	30

1	2	3	4	5
2) Tolapi (Contd)	69/14	00	05	03
	69/15	00	05	16
	69/16	00	03	99
	69/20	00	05	44
	69/5	00	00	17
	70/1	00	09	93
	70/9	00	03	73
	80/2	00	24	47
	81/1	00	03	81
	81/10	00	07	09
	81/11	00	05	62
	81/12	00	00	10
	81/13	00	02	48
	81/2	00	02	76
	81/20	00	00	88
	81/21	00	04	34
	81/22	00	09	38
	81/23	00	01	39
	81/6	00	06	19
	81/7	00	00	49
	81/8	00	03	41
	81/9	00	04	89
	82/10	00	00	10
	82/11	00	00	35
	82/12	00	01	17
	82/18	00	00	61
	82/19	00	04	75
	82/20	00	00	10
	82/21	00	01	49
	82/22	00	04	98
	92/20	00	00	65
	93/14	00	00	20
	93/17	00	01	76
	93/18	00	03	07
	93/19	00	03	65
	93/20	00	00	52
	93/28	00	00	76
	93/29	00	01	06
	93/30	00	05	84
	93/31	00	02	24
	93/32	00	02	43
	94/10	00	01	61

1	2	3	4	5
2) Tolapi (Contd)	94/11	00	04	19
	94/12	00	03	32
	94/13	00	02	32
	94/14	00	00	20
	94/19	00	02	83
	94/4	00	02	96
	94/5	00	02	18
	94/6	00	11	26
	94/7	00	05	46
	94/8	00	00	80
	95/11	00	08	55
	95/12	00	00	17
	95/14	00	00	15
	95/15	00	00	48
	95/16	00	01	04
	95/17	00	02	74
	95/18	00	08	44
	95/23	00	00	70
	95/24	00	02	43
	95/4	00	00	55
	95/5	00	03	66
	95/6	00	06	23
	95/7	00	02	86
	95/8	00	00	10
	97/12	00	00	91
	97/13	00	00	90
	97/14	00	04	56
	97/15	00	06	63
	97/16	00	01	98
	97/17	00	01	04
	97/18	00	00	23
	97/19	00	00	28
	97/20	00	01	43
3) Modallavalasa	119/12	00	02	68
	119/13	00	01	02
	119/14	00	02	37
	119/11	00	03	58
	119/16	00	00	15
	119/10	00	06	45
	119/9	00	03	30
	119/8	00	00	10
	119/6	00	06	95

1	2	3	4	5
3) Modallavalasa (Contd)	119/5	00	06	74
	119/7	00	00	13
	119/4	00	09	72
	120/3	00	06	77
	120/1	00	00	81
	120/2	00	10	36
	120/12	00	12	72
	120/13	00	06	88
	120/14	00	00	22
	122/7	00	01	85
	122/6	00	00	22
	122/4	00	02	01
	122/1	00	11	56
	122/2	00	00	58
	121/14	00	00	10
	121/15	00	01	22
	121/16	00	09	38
	121/17	00	12	55
	121/7	00	01	72
	103	00	03	97
	106/1	00	01	36
	106/2	00	29	26
	107/8	00	01	31
	107/1	00	16	11
	107/2	00	03	11
	108/9	00	07	07
	108/8	00	00	93
	97/1	00	13	49
	97/2	00	09	29
	97/3	00	12	78
	97/4	00	00	10
	97/5	00	20	81
	94/1	00	00	79
	94/2	00	06	78
	93	00	05	01
	19/4	00	04	88
	19/5	00	09	64
	19/7	00	07	49
	19/8	00	03	78
	19/9	00	07	29
	19/10	00	01	22
	19/11	00	09	60

1	2	3	4	5
3) Modallavalasa (Contd)	19/12	00	09	08
	19/1	00	00	70
	29/1	00	00	20
	29/6	00	01	24
	20/5	00	10	82
	28/1	00	04	42
	28/2	00	08	43
	28/3	00	01	64
	28/4	00	02	76
	28/5	00	08	33
	28/6	00	01	09
	34/6	00	00	10
	34/1	00	07	89
	35/1	00	00	10
	35/2	00	00	10
	34/2	00	07	27
	27/4	00	06	23
	27/3	00	00	10
	27/6	00	02	34
	27/5	00	01	51
	27/11	00	00	10
	27/12	00	00	70
	27/13	00	08	94
	38/13	00	16	92
	38/10	00	01	44
	38/11	00	00	27
	38/12	00	02	28
	38/14	00	00	64
	38/7	00	00	39
	38/6	00	20	35
	38/5	00	02	44
	38/4	00	12	24
	38/3	00	00	10
	25/4	00	02	38
	25/5	00	06	10
	25/6	00	08	74
	24	00	00	10
	39/1	00	03	12
	39/2	00	00	77
	39/3	00	00	56
	39/7	00	01	47
	39/8	00	00	19

1	2	3	4	5
3) Modallavalasa (Contd)	40	00	09	05
4) Boddapalli	198/11	00	03	44
	198/12	00	00	73
	198/13	00	00	89
	198/14	00	00	84
	198/15	00	02	70
	198/16	00	07	18
	198/17	00	00	94
	198/18	00	00	61
	198/20	00	00	10
	198/19	00	00	56
	198/22	00	00	51
	198/1	00	02	25
	199/16	00	00	69
	199/17	00	02	36
	199/18	00	04	19
	199/19	00	00	84
	199/20	00	03	33
	199/21	00	00	81
	199/22	00	00	82
	199/23	00	00	44
	199/24	00	00	77
	199/26	00	05	45
	199/13	00	00	50
	199/11	00	02	61
	199/10	00	03	06
	199/9	00	02	30
	199/8	00	00	94
	199/7	00	00	10
	200	00	06	87
	245/10	00	00	10
	245/9	00	00	98
	245/8	00	02	64
	245/1	00	01	98
	244/16	00	03	48
	244/15	00	03	76
	244/14	00	04	16
	244/12	00	05	28
	244/9	00	02	35
	244/10	00	01	50
	244/8	00	03	08
	244/1	00	03	10

1	2	3	4	5
4) Boddapalli (Contd)	244/2	00	00	58
	243/23	00	17	31
	243/22	00	02	24
	243/21	00	03	78
	243/20	00	03	15
	243/17	00	00	72
	243/18	00	03	22
	243/19	00	00	10
	243/11	00	01	83
	243/12	00	04	85
	243/7	00	00	34
	243/8	00	01	60
	243/9	00	01	46
	243/10	00	00	52
	243/4	00	03	27
	243/3	00	03	51
	243/1	00	13	02
	240/10	00	00	10
	240/9	00	01	73
	240/8	00	02	54
	240/7	00	05	63
	240/2	00	02	10
	240/1	00	04	66
	235	00	24	61
	236/1	00	20	29
	228/1	00	11	06
	228/2	00	13	02
	228/3	00	11	04
	228/4	00	13	58
	253	00	30	71

Mandal/Tehsil/Taluk:Amadalavalasa	District:Srikakulam	State:ANDHRA PRADESH		
1) Dusi	1	01	10	20
	47	00	54	37
	52/17	00	00	63
	52/16	00	14	35
	51/5	00	01	05
	52/19	00	02	60
	52/18	00	08	13
	52/20	00	02	71
	52/15	00	03	95
	51/4	00	07	47
	51/8	00	24	71
	51/2	00	04	82

1	2	3	4	5
1) Dusi (Contd)	51/3	00	07	03
	50	00	13	93
	55/12	00	00	75
	55/15	00	06	44
	56/1	00	04	66
	183/12	00	10	65
	183/16	00	00	28
	183/15	00	07	13
	183/13	00	09	21
	183/14	00	00	42
	184/1	00	01	09
	183/10	00	00	53
	184/2	00	03	22
	184/11	00	06	09
	184/10	00	00	61
	184/4	00	08	77
	184/3	00	04	82
	184/5	00	08	94
	185/19	00	01	23
	185/20	00	05	49
	184/8	00	00	23
	185/22	00	01	41
	185/21	00	03	04
	185/13	00	07	72
	185/17	00	01	09
	185/5	00	05	96
	185/9	00	03	55
	185/10	00	03	25
	185/12	00	00	27
	185/11	00	01	76
	185/6	00	00	70
	185/8	00	01	83
	186	00	13	70
	251/8	00	00	10
	251/4	00	03	80
	251/2	00	05	46
	251/1	00	04	91
	228/3	00	02	22
	228/5	00	06	59
	228/4	00	09	82
	228/2	00	07	79
	228/1	00	17	64

1	2	3	4	5
1) Dusi (Contd)	227/11	00	00	70
	227/15	00	11	69
	227/14	00	09	84
	227/6	00	02	02
	229/14	00	00	10
	229/13	00	00	18
	229/12	00	02	19
	229/8	00	11	72
	227/5	00	00	10
	229/7	00	02	61
	229/9	00	01	26
	229/6	00	09	88
	229/1	00	00	34
	229/2	00	04	27
	229/3	00	06	05
	229/5	00	00	10
	233/7	00	00	10
	230/9	00	13	03
	230/3	00	01	85
	230/11	00	00	51
	229/4	00	00	10
	230/10	00	03	68
	230/7	00	02	82
	230/6	00	01	91
	230/5	00	10	91
	230/4	00	07	96
	223/20	00	08	28
	223/19	00	01	47
	222/15	00	20	13
	222/14	00	09	13
	221/6	00	04	19
	221/5	00	02	72
	221/4	00	02	56
	221/3	00	02	94
	222/9	00	00	80
	221/2	00	06	20
	221/7	00	00	85
	221/9	00	02	96
	221/10	00	05	29
	221/12	00	04	00
	221/13	00	00	10
	221/15	00	02	32

1	2	3	4	5
1) Dusi (Contd)	221/11	00	03	36
	221/22	00	00	40
	221/19	00	02	08
	221/17	00	03	52
	221/16	00	03	29
	221/18	00	02	91
	220/6	00	04	58
	220/1	00	04	44
	220/2	00	05	70
	215/5	00	09	10
	215/6	00	21	08
	216	00	06	69
	213/14	00	18	25
	213/13	00	10	55
	213/12	00	02	21
	217	00	01	20
	212/1	00	01	02
	218/4	00	01	49
2) Vanjangi	8/15	00	13	99
	9/1	00	00	10
	8/16	00	02	26
	8/8	00	07	97
	8/17	00	03	23
	9/3	00	00	19
	8/18	00	17	18
	8/19	00	00	19
	6/18	00	01	90
	6/17	00	05	34
	6/19	00	00	27
	8/7	00	03	08
	6/6	00	10	45
	6/7	00	04	62
	6/15	00	02	33
	6/9	00	04	41
	6/8	00	01	22
	6/13	00	00	55
	6/11	00	06	35
	6/12	00	01	37
	6/10	00	02	73
	14/2	00	09	36
	14/4	00	02	36
	14/3	00	00	73

1	2	3	4	5
2) Vanjangi (Contd)				
	36/1	00	02	63
	22/6	00	12	37
	36/8	00	00	10
	22/8	00	00	13
	22/7	00	05	89
	22/5	00	01	02
	23/17	00	04	89
	23/16	00	08	55
	23/15	00	02	40
	23/14	00	04	22
	35/7	00	02	76
	35/2	00	18	83
	34/5	00	01	25
	34/1	00	16	24
	32/2	00	02	38
	32/4	00	09	06
	32/1	00	00	31
	32/3	00	22	59
	32/6	00	11	13
	32/5	00	00	77
	30/21	00	03	01
	30/20	00	00	10
	48/1	00	17	28
	48/2	00	05	61
	54/5	00	01	57
	54/6	00	04	65
	54/7	00	00	20
	54/8	00	03	09
	54/9	00	01	22
	54/13	00	02	86
	54/22	00	00	93
	52/1	00	05	03
	52/2	00	01	55
	52/3	00	04	30
	52/6	00	02	48
	52/7	00	02	82
	52/8	00	11	79
	52/9	00	00	83
	52/12	00	02	88
	52/13	00	00	42
	56/15	00	00	13
	56/16	00	01	86

1	2	3	4	5
2) Vanjangi (Contd)	56/21	00	05	65
	56/18	00	03	29
	56/19	00	00	87
	56/20	00	00	88
	57/4	00	03	35
	57/5	00	00	29
	56/9	00	00	19
	57/3	00	03	23
	57/6	00	00	90
	57/7	00	04	27
	57/2	00	16	86
	57/8	00	08	43
	57/10	00	00	73
	57/13	00	33	28
	57/12	00	00	21
	58/2	00	01	70
	58/3	00	11	30
	58/4	00	00	70
	58/5	00	04	52
	58/6	00	06	42
	58/13	00	00	17
	58/14	00	00	11
	58/15	00	19	37
	58/16	00	00	57
	60/1	00	15	48
	60/3	00	00	13
	60/2	00	05	29
3) Kanugulavalasa	213/13	00	00	40
	213/14	00	03	53
	213/15	00	11	08
	216/27	00	07	45
	216/26	00	11	31
	216/25	00	01	32
	216/24	00	08	13
	216/29	00	00	88
	216/23	00	04	93
	216/22	00	04	11
	216/21	00	02	13
	216/20	00	00	13
	216/19	00	23	39
	216/18	00	02	54
	216/32	00	05	38

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 2 मई, 2011

का. आ. 1536.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आन्ध्र सीमेन्ट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 77/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-5-2011 को प्राप्त हुआ था।

[सं. एल-15025/1/2011-आई आर (एम)]

जोहन तोपनो, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 2nd May, 2011

S.O. 1536.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 77/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. Andhra Cements Ltd. Secundrabad and their workman, which was received by the Central Government on 2-5-2011.

[No. L-15025/1/2011-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD**

Present : Shri Ved Prakash Gaur, Presiding Officer

Dated the 3rd day of March, 2011

Industrial Dispute L.C. No. 77/2005**BETWEEN:**

Sri Basudev Yadav,
S/o Chandradeep Yadav,
R/o H. No. 7-1-100/2,
Near Gurudwara (back), Ameerpet,
Hyderabad

... Petitioner

AND

The Managing Director,
M/s. Andhra Cements Limited,
Office at 111, Chandra Lok,
Sarojini Devi Road,
Secunderabad

... Respondent

APPEARANCES:

For the Petitioner : M/s. G. Hanuman, B. Bupesh
Vardhan, D. Venu Gopal and
K. Raghuram Reddy, Advocates

For the Respondent : M/s. C. Raghu and N. Bojjiah,
Advocates

AWARD

This petition under Sec. 2A(2) of the I.D. Act, 1947 has been filed by Sri Basudev Yadav, ex. Driver of M/s. Andhra Cements Limited for the quashment of the oral-removal order dated 6-4-2005 and to reinstate him in service with back wages.

2. It has been alleged by the workman that he was appointed as driver in M/s. Andhra Cements Limited on 13-4-1988. He worked for 18 years. He was drawing salary of Rs. 4883 at the time of his removal. The Respondent management without giving any show cause notice terminated his services orally and warned him not to come for the duty. Petitioner served a letter for reinstatement but no reply was given. The Petitioner's age of retirement is 58 years. He was to retire on 19-5-2013 but, he was prematurely terminated from the services without any reason or complaint against the Petitioner. The manner in which the Petitioner was terminated is illegal, arbitrary and uncalled for, as such, he has prayed for quashment of the removal order and for his reinstatement.

3. Management has filed counter statement wherein the maintainability of the petition under Sec. 2A (2) has been challenged. However, the management has admitted that Petitioner was appointed on 13-4-1988 and appointment letter was issued to him wherein certain terms and conditions were stipulated which were accepted by the Petitioner workman.

4. It has further been alleged that Petitioner's services were terminated by written order in which the reason of termination has been mentioned invoking the condition of service of appointment order dated 13-4-1988 by paying three months salary in lieu of notice period. The allegation of the Petitioner that his services were terminated orally is untenable and false. In the termination order it was clearly mentioned that the Petitioner may call on the Accounts Department of the company and settle his final dues but Petitioner did not turn up for the settlement of the claim. The allegation that General Manager, Administration bore grudge against the Petitioner is not correct. The services of the Petitioner were terminated in terms of the appointment order. The petition is misconceived and deserves to be dismissed.

5. Parties were directed to file their evidence. Petitioner workman filed appointment letter dated 13-4-1988 as Ex. W1, copy of the identity card Ex. W2, salary slip for February, 2005 Ex. W3, pay revision order dated 1-4-1989 Ex. W4, another office order dated 22-9-89 Ex. W5, letter regarding update of personal records Ex. W6. Apart from this documentary evidence Petitioner has filed his affidavit and presented himself for cross-examination.

6. Respondent management has also filed xerox copy of appointment letter, alleged termination order dated 6-4-2005 Ex. M1, affidavit of management witness Sri K. Giridhar and presented him for cross-examination.

7. I have heard Learned Counsel for the Petitioner as Learned Counsel for Respondent did not appear for argument and I have gone through affidavits and evidence produced by parties available on record. On the basis of allegation and counter allegation of the parties this Tribunal has to consider the following points :

(I) Whether the termination order of the Petitioner is illegal, arbitrary and violative of principles of natural justice ?

(II) To what relief the Petitioner is entitled if any ?

8. Point No. (I) : It is undisputed fact between the parties that the Petitioner was appointed as driver by the management of Andhra Cements Ltd. on 13-4-1988 and Petitioner worked upto 6-4-2005. According to the Petitioner he was terminated by oral order. However, as per the contention of the Respondent management the Petitioner was terminated by written order dated 6-4-2005. The main contention of the Petitioner workman is that his termination order was illegal, arbitrary and violative of principles of natural justice, whereas the Respondent has contended that as per the terms and conditions of the appointment order dated 13-4-1988 the Petitioner's services were terminated.

9. The Learned Counsel for the Respondent has relied on S. No. 4 of the terms of appointment letter wherein it has been provided that, "your employment may be terminated by the Company at any time by giving three months notice in writing or salary in lieu thereof." It is to be determined whether the employers i.e., management complied with para 4 of the term of appointment order ? Petitioner workman has stated that he was not removed from service legally by serving notice, neither any notice or show cause notice was given to him nor any salary was given to him as alleged by the Respondent management. Against this contention of the workman the Respondent has alleged that the Respondent has terminated the services invoking the terms and conditions of appointment by paying three months salary in lieu of the notice period. Respondent has produced affidavit of Sri K. Giridhar and he appeared for cross-examination. In his cross-examination Sri K. Giridhar, Manager (Personnel) has stated that the services were terminated vide Ex. M1 dated 6-4-2005. However, he has admitted that no show cause notice or charge sheet was issued to the Petitioner before issuing termination letter. He has admitted that in the termination order it has been written that workman will be paid three months pay in lieu of the notice but, the workman did not collect the amount and left the company and company is ready to pay the amount. This clear admission of the Respondent's witness prove that the Petitioner was

not paid salary of three months which was the essential condition for the removal of the Petitioner from service without notice. It is admitted fact of the management that no removal notice was given to the Petitioner. He was removed from service invoking the provision in para 4 of the condition of appointment letter wherein it has been provided that Petitioner's service could be terminated by paying three months salary in lieu of notice. It is admitted fact that till the date of cross-examination of the witness said three months salary was not paid to the Petitioner by the Respondent. This prove violation of the terms of appointment letter and it amounts to violation of provisions of Industrial Disputes Act, 1947.

10. Petitioner was appointed after interview etc., to a permanent post, he was to retire after attaining the age of 58 years. The Petitioner has put in 18 years of the regular service. In that case, if his services were to be terminated the provision of Sec. 25F of the Industrial Disputes Act, 1947 would have been followed, but in this case this provisions has not been followed by the management which has resorted to violation of the condition where it was essential that the Petitioner workman would have been paid three months salary for termination from the services, which has not been done. It was duty of the Respondent management to annex a demand draft for three months salary while serving notice of termination on the Petitioner workman which has not been done. The Petitioner workman was hired and fired without complying with the provisions of Industrial Disputes Act, 1947. The termination order of the Petitioner is unfair labour practice. The contention of the management is not acceptable that petitioner did not come to his office to collect his dues. It was the responsibility and duty of the management to pay the salary for three months at the time of termination of service of workman. Since this condition has not been fulfilled and the Petitioner was not paid three months salary as stipulated in the terms and conditions of appointment letter which is evident from the statement of workman Sri Basudev Yadav as well as that of Sri. K. Giridhar, this Tribunal is of the definite opinion that termination order of the Petitioner workman dated 6-4-2005 is illegal, arbitrary and violative of principles of natural justice, as such, this order deserves to be quashed.

11. The Petitioner was a regular employee i.e., driver and no other driver has been appointed by the management as admitted by the management witness who has stated that nobody was appointed in the post till date. The post is still vacant as such, the Petitioner workman is fit to be reinstated with back wages. Point No. (I) is decided accordingly.

12. Point No. (II) : The management has resorted to unfair labour practice in terminating the services of the Petitioner workman, the workman was dismissed without complying with the provisions of the Industrial Disputes Act, 1947 and the term No. 4 of the appointment order. The

Petitioner was working in the capacity of driver of the management, the appointment order was issued by the Managing Director, whereas dismissal order was passed by the General Manager (Admn. & CA). The dismissal of workman is unfair labour practice. The post of driver is still vacant as such, the dismissal order deserves to be quashed and Petitioner is entitled for the relief claimed. The Petitioner has filed salary slip for the month of February, 2005 wherein the basic pay is Rs. 3155 plus other allowances, his gross salary comes to Rs. 6901 and net salary Rs. 6207 as such, the Petitioner is entitled for reinstatement and other services benefits and he is also entitled for the back wages as the termination order is illegal, arbitrary and violative of principles of natural justice. Point No. (II) is decided accordingly.

13. From the above discussion this Tribunal is of the opinion that the dismissal order dated 6-4-2005 is illegal, arbitrary and violative of principles of natural justice, it is being quashed. The management is directed to reinstate the Petitioner in the capacity of a driver and pay his back wages as mentioned in Ex. M3 (pay slip) within two months from the date of receipt of this award and hence, this award.

Award passed accordingly, Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 3rd day of March, 2011.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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WW1 : Sri Basudev Yadav MW1 : Sri K. Giridhar

Documents marked for the Petitioner

Ex. W1: Copy of appointment order No. MD : Estb : 88 : 3436 dated 13-4-88.
 Ex. W2: Copy of EPFO card bearing No. 12000002313936.
 Ex. W3: Copy of salary slip of WW1 for the month of February, 2005.
 Ex. W4: Copy of revision of pay order No. MD : Estb : 89 : 117 dt. 1-4-1989 of WW1.
 Ex. W5: Copy of office order No. MD : Estb : 89 : 5940 dt. 22-9-89.
 Ex. W6: Copy of letter No. DO. P&A : 88 : 8970 dt. 22-8-88/2-9-88 reg. updating of personal records.

Documents marked for the Respondent

Ex. M1: Copy of termination order No. ACL : ESTB : HO : 2005 dt. 6-4-2005 of WW1.

नई दिल्ली, 4 मई, 2011

का. आ. 1537.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं.-2 के पंचाट (संदर्भ संख्या 222/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2011 को प्राप्त हुआ था।

[सं. एल-20012/166/2001-आई आर (सी-1)]

डी. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th May, 2011

S.O. 1537.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 222/2001) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 4-5-2011.

[No. L-20012/166/2001-IR.(C-I)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

PRESENT:

Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Disputes under
Section 10(1)(d) of the I.D. Act, 1947

Reference No. 222 of 2001

PARTIES:

Employers in relation to the management of Kustore
Area of M/s. BCCL and their workman.

APPEARANCES:

On behalf of the workman : Mr. K. N. Singh,
Vice-President,
Janta Mazdoor Sangh
On behalf of the employers : Mr. D. K. Verma,
Advocate

State : Jharkhand

Industry : Coal

Dhanbad, the 13th April, 2011

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/166/2001-I.R. (C-I) dated the 10th August, 2001.

SCHEDULE

“Whether the action of the of management of BCCL, Kustore Area in dismissing Sh. Mahendra Beldar from services w.e.f. 6-1-99 is justified, proper and legal ? If not to what relief is the workman entitled ?”

2. The case of the sponsoring Union is that workman Mahendra Beldar a permanent employee of Simlabahal Colliery under the BCCL was chargesheeted on 10-11-1997 as per letter No. SBC/BCCL/PO/98/2136 dated 13-11-1998. After domestic enquiry into the charges of his unauthorisedly absence from his duty since 19-2-1997, though he was immediately suspended and charge was vague and baseless, the management issued him the dismissal letter on 5-1-1999; consequently, the workman was stopped from duty since 6-1-1999. In fact, the workman remained off his duty from 19-2-1997 to 3-12-1997 for the treatment of his disturbance, derailment of mind since long well known to the management, which did not care for it for long time. The Medical Certificate manifests his sufferings from Mental disablement since 1988, and his treatment for it under Dr. U. N. Choudhury, the Medical Officer, BMA, Kanke Ranchi during the said period as well to the knowledge of the management. He was declared fit by the Doctor on 3-12-1997. He has submitted his reply with his medical certificate to the charge on 10/11-12-1997 to that effect. In the Enquiry Proceeding under Mr. P. K. Srivastava, Sr. P.O. as the Enquiry Officer, Shri K. Mukherjee, ACM as the Management representative was produced and examined, but the management miserably failed to prove the charge against the workman and wrongly shifted the onus of burden upon him. So the action of the management in dismissing the workman from the service of the company as per letter dated 5/6-1-1998 being based on perverse finding of the Enquiry Officer is alleged to be unjustified.

3. In rejoinder, it has been pleaded on behalf of the workman that the chargesheet is unspecific based on fabricated plea which does not reveal the precise nature of the misconduct, so it is not legally maintainable. Moreover, the enquiry was not fair, proper and in accordance with the law and the principle of natural justice.

4. In response, specifically disputing the aforesaid allegations of the sponsoring Union, the case of the management is that the workman, a permanent employee of Simlabahal Colliery under Kustore Area of M/s. BCCL was working as a Minor/Loader, but he unauthorisedly absented from his duty since 19-2-1997 which amounted the misconduct as per the Certified Standing Order. On the issuance of the chargesheet dated 10-11-1997 by the management to him, he submitted his reply dated 12-12-1997. Finding his reply unsatisfactory the management as per its decision to conduct domestic

enquiry into the matter appointed the Enquiry Officer, on his notice, the Enquiry Officer conducted the domestic enquiry in presence of the workman and submitted his enquiry report, holding therein the workman guilty of the charges. On the examination of the enquiry proceeding, the enquiry report and the findings of Enquiry Officer the Disciplinary Authority as per letter dated 5-1-1999 ordered his dismissal. Besides that the Disciplinary Authority before passing the dismissal order had also considered the last three years attendance of the workman namely, attendances 61, 72 and 97 days in the years 1994 to 1996 respectively as poor. The Enquiry Officer gave the workman full opportunity to defend his case. The Enquiry as conducted by the Enquiry Officer was fair, proper and in accordance with the principle of natural justice, so the dismissal order of the workman for his proved misconduct was quite legal and justified.

The management in rejoinder has pleaded that the letter dated 3-11-1998 was issued by the management to the workman for giving him an opportunity to submit his representation in respect of the enquiry report. As per the Circular of Director (Personnel), the workman was not eligible to resume his duty for his absence for more than three months, so the question of keeping him under suspension did not arise. The charge levelled against the workman was fully established. He did not get treatment in the Hospital of the management, although the management was providing free treatment to all its employee. The story of the workman's sickness and his medical certificate were fabricated and false. The management never suspended him.

FINDING WITH REASON

5. In the instant case, in course of the evidence of the management on preliminary point on 3-1-2006, while, Mr. Paban Kumar Srivastava, the P.M. as Management witness was present, Mr. K. N. Singh, the Ld. Advocate for the Workman/Union had conceded to the holding of domestic enquiry against the workman as conducted by the Enquiry Officer (aforesaid witness P. K. Srivastava, the then Senior P.O.) as fair and proper; accordingly on the submission of the Ld. Advocate for the management to mark the enquiry papers as Exts. on formal proof dispensed with, hence the enquiry paper were marked as Exts. M-1 to M-8 respectively, and the domestic enquiry conducted by the Enquiry Officer against the workman was held fair, proper and in accordance with the principle of natural justice, as per the aforesaid order dated 3-1-2006. Thereafter the case was heard on merit which relates to the consideration of quantum of the punishment inflicted upon the workman by the management.

6. On the scrutiny of the materials available on the case record, I find that the workman in his reply dated 12-12-1997 (Ext. M-3) to the charge of his absenteeism

since 19-2-1997 as stated in the charge sheet dated 10/11-12-1997 (Ext. M-2) has himself admitted as also in his own statement (Ext. M-4) before the Enquiry Officer that he had absented for his duty since 19-2-1997 because of his suffering from Mental ailment, for which his treatment began under Dr. Umesh of Kanke, Ranchi and after his recovery from 3-12-1997 he went to the Colliery to resume his duty. The workman in his statement under the domestic enquiry claims to have informed to the management on 6-8-1997 (Ext. M-4/2) through his wife, as he could not inform to the management about his illness because of his unconsciousness and that he had also filed the photocopy of the Medical Certificate. His further admission is that previously he was also suffering from this ailment (Mental one) five or six years ago and after his treatment he could be fit. On the other hand, the Management Representative (Mr. K. Mukherjee) has admitted the receipt of the information application to the Management on 6-8-1997, and the Medical Certificate on verification indicated the workman was being treated by Dr. Umesh Kanke, Ranchi for his mental illness from 22-2-1997 to 3-12-1997 and the workman had admitted his guilt and begged pardon from the Management.

7. Further, I find that on basis of the statement of the workman and the Management Representative the Enquiry Officer after due consideration submitted his enquiry report, that the charge levelled against the workman Mahendra Beldar, Miner/Loader was entirely proved against him. So he forwarded his enquiry report (Ext. M-5) to the Project Officer, Simlabahal Colliery for needful. The Project Officer of the Colliery as per his letter dated 3/5-11-1998 (Ext. M-5/1) issued the workman to submit his report over the enquiry report before due proceeding against him. The workman submitted his explanation dated 28-11-1998 (Ext. M-6) to the Project Officer in response to the latter's letter dated 3-11-1998 (Ext. M-5) by repeating his same statement as stated in his evidence before the Enquiry Officer. It is remarkable to note that the workman had submitted his reply to the second show cause i.e., the Project Officer's aforesaid letter (Ext. M-5/1) after receiving the copy of the Enquiry Report.

8. On the consideration of charge of absenteeism having been proved against the workman as well as his attendance for four previous years 1994 to 1997, Mr. C. S. Singh, Dy. C.M.E./Project Officer of the Colliery recommended for his dismissal from the Company's service and accordingly, Mr. M. K. Gupta, CGM Kustore Area in view of the gravity of the misconduct of the workman as per Note Sheets (Ext. M-7) the service of Shri Beldar was terminated with immediate effect. The Project Officer of the Colliery as per his letter dated 6-1-1999 (Ext. M-8) issued to the workman that the service of the workman was terminated.

9. After going through the aforesaid materials I find that the workman unauthorisedly got absent from his duty

from 19-2-1997 but he informed to the management of his absence for his Mental ailment through a letter dated 6-8-1997 (Ext. M-4/2) on behalf of his illiterate wife Manakawa Beldar in after six months. The management has also admitted to have received the application of the workman (Ext. M-4/2) through his aforesaid wife, but as per the charge sheet, the management could not prove such previous misconduct of the workman except the present absenteeism as levelled against the workman. So for single such proved absenteeism against the workman, the dismissal of the workman Mahendar Beldar, permanent Miner/Loader appear to be too harsh and disproportionate to the proved misconduct, for the first time.

10. Under the circumstances, I find and hold that the action of the management of BCCL, Kustore Area in dismissing the workman namely, Mahendra Beldar from service w.e.f. 6-1-1999 is unjustified, improper and illegal. Therefore, the workman is entitled to reinstatement with his back wages w.e.f. 6-1-1999 subject to his Medical fitness to be conducted by the management within three months from the date of publication of the Award in the Gazette of India.

KISHORI RAM, Presiding Officer

नई दिल्ली, 4 मई, 2011

का. आ. 1538.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं.-2 के पंचाट (संदर्भ संख्या 25/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2011 को प्राप्त हुआ था।

[सं. एल-20012/02/2002-आई आर (सी-1)]

डी. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th May, 2011

S.O. 1538.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/2002) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. C.C.L. and their workman, which was received by the Central Government on 4-5-2011.

[No. L-20012/02/2002-IR (C-I)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2)
AT DHANBAD

PRESENT:

Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under
Section 10(1)(d) of I.D. Act, 1947

Reference No. 25 of 2002

PARTIES:

Employers in relation to the management of Kuju
Siding of M/s. C.C.L and their workmen

APPEARANCES:

On behalf of the Workmen : Shri Bijoy Kumar Mohli,
Secretary,
Jharkhand Colliery
Shramik Union.

On behalf of the Employers : Mr. D. K. Verma,
Advocate

State : Jharkhand Industry : Coal
Dhanbad, the 19th April, 2011

ORDER

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/02/2002-I.R. (C-I) dated the 19th March, 2002.

SCHEDULE

“Whether the action of the of management of Kuju Siding of M/s. C.C. Ltd. not to regularise the workmen Shri Kiran Kumar Verma, Sri Anand Kumar, Sri Baijnath Mahto, Shri Hasan Mian and Vijay Kr. Mohali as a Clerk Gr. I is justified? If not, to what relief are the workman concerned entitled and from what date?”

2. Today Mr. Vijay Kumar Mohli, the Secretary of the Union, Jharkhand Colliery Shramik Union Branch, Kuju Ramgarh, Jharkhand who is one of the workman, is present along with the other workmen Kiran Kumar Verma, Anand Kumar, Baijnath Mahato and Harun Mian alias Hassan Mian. Mr. D. K. Verma, the Ld. Advocate for the management is also present.

3. The aforesaid Secretary of the Union has filed a petition under the signature of his own as the Secretary-cum-workman and the signatures of all the aforesaid workmen, by serving its copy upon the aforesaid Ld. Counsel for the management, himself moved that the workmen are not interested to contest the case which is related to their regularisation as Clerk Grade-II, so it has been solicited to dispose of the case by passing ‘No Dispute’ Award or any order deemed fit and proper. Mr. D. K. Verma, the Ld. Advocate for the management did not express any objection to it.

4. Perused the case record. The case was pending for further evidence (examination-in-chief of WW-1 Vijay

Kumar Mohli) since 24-6-2005. Such petition earlier filed on behalf of these workmen but not duly signed by the representative of the aforesaid Union, hence it was not entertained. On show cause to the Union, the present petition has been filed on behalf of the Union representative Vijay Kumar Mohli, who is the Secretary-cum-workmen of the Union for closing the case on account of their disinterestedness in it.

5. Under these circumstances, I hold that since the workmen are not interested to contest the case, no longer is the need to proceed with it indefinitely. Hence, the case is closed and accordingly order is passed

KISHORI RAM, Presiding Officer

नई दिल्ली, 4 मई, 2011

का. आ. 1539.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं.-2 के पंचाट (संदर्भ संख्या 61/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2011 को प्राप्त हुआ था।

[सं. एल-20012/116/2002-आई आर (सी-1)]

डी. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th May, 2011

S.O. 1539.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 61/2002) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. BCCL, and their workman, which was received by the Central Government on 4-5-2011.

[No. L-20012/116/2002-IR (C-I)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2)
AT DHANBAD**

PRESENT:

Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under
Section 10(1)(d) of I.D. Act, 1947

Reference No. 61 of 2002

PARTIES:

Employers in relation to the management of Kustore
Kshetra of M/s. B.C.C. Ltd. and their workman.

APPEARANCES:

On behalf of the workman : Mr. K. N. Singh,
Vice-President,
Janta Mazdoor Sangh

On behalf of the employers : Mr. U. N. Lal,
Advocate

State : Jharkhand Industry : Coal

Dhanbad, the 21st April, 2011

ORDER

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/116/2002-I.R. (C-I), dated the 25th July, 2002.

SCHEDULE

“KYA JANTA MAZDOOR SANGH KI BHARAT COKING COAL LIMITED, KUSTORE KSHETRA KEY PRAVANDHTANTRA SEY MANG KI THI DE /ASIBH MODI, GENERAL MAZDOOR KO ACCOUNTS CLERK KEY PAD PAR NIYAMIT KIYA JAYE UCHHIT EVAM NAYASANG HAIN ? YADI HAIN TO KARMKAR KIS RAHAT KEY PATRA HAIN TATHA KIS TARIKH SEY ?”

2. Mr. K. N. Singh, the representative of workman (Debashish Modi, the General Mazdoor) and Mr. U. N. Lal, the Ld. Advocate for the management are present.

3. Moving the petition dated 27-1-09 under the signature of the workman himself as well as the Ld. Counsel as the Vice President of Janta Mazdoor Sangh, the aforesaid Ld. Counsel as a representative of the workman has submitted that since there is no grievance of the workman, he does not want to proceed with the present case pending for adjudication, so it may be closed. A copy of it has been also served upon the Ld. Counsel for the management, who has also urged that the workman has been regularised.

4. Perused the case record. It is evident from it that the present case related to the demand of the sponsoring Union for the regularisation of the workman on the post of Accounts Clerk has been pending for the evidence of workman since 8-3-2006. But meanwhile, the sponsoring Union prays for withdrawal or closure of the case on the ground of disinterestedness of the workman. Under the circumstances, I find it useless to proceed with the case, as no grievance of the workman exists now as to his claim. Hence, the case is closed and accordingly order is passed

KISHORI RAM, Presiding Officer

नई दिल्ली, 4 मई, 2011

का. आ. 1540.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मै. सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं.-I के पंचाट (संदर्भ संख्या 47/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2011 को प्राप्त हुआ था।

[सं. एल-20012/448/1998-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th May, 2011

S.O. 1540.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/1999) of the Central Government Industrial Tribunal-cum-Labour Court-I, Dhanbad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. C.C.L. and their workmen, which was received by the Central Government on 4-5-2011.

[No. L-20012/448/1998-IR (C-I)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
NO. I, DHANBAD**

In the matter of reference U/s. 10 (1)(d)(2A) of I.D. Act

Reference No. 47 of 1999

PARTIES:

Employers in relation to the management of Argada Colliery of M/s. C.C. Ltd.

AND

Their workmen

PRESENT:

Shri H. M. Singh, Presiding Officer

APPEARANCES:

For the Employers : Shri D. K. Verma,
Advocate

For the Workmen : Shri D. Mukherjee,
Advocate

State : Jharkhand Industry : Coal

Dhanbad, the 20th April, 2011

AWARD

By Order No. L-20012/448/98-IR (C-I) dated 17-4-99 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-sec. (2A) of Section 10 of the I.D. Act, 1947

referred the following dispute for adjudication to this Tribunal:

“Whether the action of the management of Argada Colliery of M/s. C.C. Ltd. in not regularising Shri Gafoor Mian and 30 others in Time-Rated Category is justified? If not, to what relief the concerned workmen are entitled?”

2. The case of the concerned workman is that S/Sri Gafoor Mian and 30 other concerned workman have been working as permanent workmen at Argada Colliery since long. They were originally appointed as piece-rated underground coal cutters. The management were in need of time-rated workmen, so, the management directed the concerned workmen to work as in timerated jobs against permanent vacancy. Since the year 1990 they started working in different time-rated jobs. They have put in more than 240 days attendance in each calendar year as time-rated workmen. The concerned workmen and the union on behalf of the concerned workmen approached the management several times for regularisation of the concerned workmen in time-rated jobs with protection of Group Wage but without any effect. Thereafter an industrial dispute was raised before the A.L.C. (C), Hazaribagh, but the same ended in failure, resulting to the present dispute for adjudication by the Tribunal. The action of the management of not regularising the concerned workmen in time-rated category is not justified.

It has been prayed that the Hon'ble Tribunal be pleased to pass an award in favour of the concerned workmen by directing the management to regularise the concerned workmen in the respective time-rated jobs, as mentioned in the annexure, with protection of Group wages with retrospective effect.

3. The case of the management is that the concerned workmen held the substantive posts of piece rated workers and they were engaged on time rated jobs as and when required during leave and sick vacancies of permanent workmen holding permanent status on time rated jobs. It has been submitted that the concerned workmen are piece rated workers and they earn piece rated wages as per the nature of jobs performed by them. Conversion of piece rated workers into time rated categories cannot be done without serving notice U/s 9A of the I.D. Act. Therefore, whenever any workman has to be converted from piece rated group to time rated category, his condition of service gets changed and he gets less wages than what wages he was earning before-hand. Considering such a situation, the piece rated workers cannot be converted into time rated categories unless permanent vacancies exists on time rated jobs and workmen are not available to fill up such posts from other sections or other departments of the area.

Under such circumstances, it has been prayed that the Hon'ble Tribunal be pleased to pass the award holding

that the concerned workmen are not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management has produced MW-1, S. K. Ravi, and proved one document as Ext. M-1.

The concerned workmen have WW-1, one of the concerned workmen, Sukhdeo No. 2.

6. Main argument advanced on behalf of the concerned workmen is that the management is not regularising them from piece rated to time rated though they are working on time rated jobs but the management is paying wages of piece rated. They should be regularised in time rated category with protection of basic Group VA wages, but the management is not taking interest.

Argument of the management is that the concerned workmen cannot be regularised in time rated category because they are working in piece rate job and if they will be given time rated their wages will be reduced which cannot be done as per Sec. 9A of the I.D. Act. It has also been argued on behalf of the management that the concerned workmen were engaged on time rated jobs as and when required during leave and sick vacancies arose.

7. In this respect the representative of the workmen argued that MW-1, S. K. Ravi, in his cross-examination stated that initially the concerned workmen were appointed as underground miner/loader in Group VA. They are engaged in different time-rated jobs as per the requirement of the management. It is true that basic cannot be reduced. As per his statement that the concerned workmen were engaged at time rated jobs, so they are entitled for time rated wages with condition that their wages cannot be reduced and their pay will be protected. So, it shows that the management is not doing justice to their own and taking work from them of time rated job and not paying the wages, with any protection, to time rated category wages to the concerned workmen.

8. WW-1, Sukhdeo No. 2, stated that only ten workmen are interested to contest the case and to decide the case in their favour, the names of whom have been given as per Annexure 'A'.

Considering the facts and circumstances, I hold that the only ten interested concerned workmen out of 31 workmen whose names are mentioned in the Annexure 'A', are entitled in time rated category with their pay protection.

9. In the result, I render the following award.

The action of the management of Argada Colliery of M/s. C.C.L. in not regularising S/Shri Gafoor Mian and 30 others in Time Rated Category is not justified. Since only ten out of 31 concerned workmen are interested in this

case, whose names are mentioned in the Annexure 'A' which is a part of the award, are entitled for regularisation in the respective time-rated category with protection of Group-V wages since 1992-93 with arrears of wages and consequential benefits. The management is directed to implement the award within 30 days from the date of publication of the award.

H. M. SINGH, Presiding Officer

ANNEXURE 'A'

1. Idrish Ansari — Working as Tub Repairer, Welder and Gas Cutter since 1-1-1991.
2. Lalku Munda — Initially in the year 1992 engaged as Tramper but since September, 1992 working as Electrician Helper.
3. Sukhdeo No. 2 — Working as Looseman since 1992 U/G.
4. Jitco Bedia — Working as Tramper since 1992.
5. Lalji No. 1 — Working as Line Helper since 1-1-1992.
6. Rawna Badiya — Working as Dresser since 1991.
7. Jairam — Working as Tramper since 15-1-1990 as U/G. Tramper.
8. Janeshwar — Working as Driller since January, 1991.
9. Dhaneshwar Mehto — Working as Prop. Mistry since June, 1991.
10. Jawahar Yadav — Working as Pointman U/G since 1-1-1993.

नई दिल्ली, 4 मई, 2011

का. आ. 1541.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं.-1 के पंचाट (संदर्भ संख्या 94/1990) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2011 को प्राप्त हुआ था।

[सं. एल-20012/301/1989-आई आर (सी-1)]

डी. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th May, 2011

S.O. 1541.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.

94/1990) of the Central Government Industrial Tribunal-cum-Labour Court-I, Dhanbad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 4-5-2011.

[No. L-20012/301/1989-IR (C-I)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s 10 (1)(d)(2A) of
I.D. Act

Reference No. 94 of 1990

PARTIES:

Employers in relation to the management of
Angarpathra Colliery of M/s. B.C.C. Ltd.

AND

Their workman

PRESENT:

Shri H. M. Singh, Presiding Officer

APPEARANCES:

For the Employers : None

For the Workman : None

State : Jharkhand

Industry : Coal

Dated, 21-4-2011

AWARD

By Order No. L-20012(301)/89-IR (Coal-I) dated 19-4-90 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-sec. (2A) of Section 10 of the I.D. Act, 1947 has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the of management of M/s. Bharat Coking Coal Ltd. in not considering Shri Jai Ram Rai, Sr. Cashier of Angarpathra Colliery in Katras Area No. IV for promotion to the post of Accountant when S/Shri Hari Shankar Singh, Udayan Singh, A. S. Ansari and S. K. Sinha who were junior to Shri Jai Ram Rai were promoted vide Office Order dated 10-4-1987 is justified?"

2. The case of the concerned workman, in short, is that he was appointed on 11-8-72 and was posted as Accounts Clerk, Grade-II and was promoted as Accounts Clerk, Grade-I in July, 1978. He was promoted to Spl. Grade on 1-4-82 and was posted as Cashier in West Mudidih Colliery. Management issued a promotion order dated 10-4-87 in respect of Spl. Grade Clerks under the Finance

Cadre whereby some juniors were promoted to Technical Grade-A superseding the concerned workman. Such junior workmen are — Hari Shankar Singh, Udayan Dey, A.S. Ansari and S. K. Saha.

The concerned workman made a representation to the management but the management came out with a plea that since the concerned workman is working as Cashier his case will be considered along with other Cashier and he cannot be considered for promotion along with other clerks under the Finance Cadre. It has been stated that non-consideration of the candidature of Shri Jai Ram Rai for promotion to Supervisory Grade-A is quite illegal and unjustified.

It has been prayed that this Hon'ble Tribunal be pleased to hold that the action of the management in not considering the case of the concerned workman for promotion to Supervisory Grade-A is not justified and direct the management to promote the concerned workman with retrospective date i.e. 10-4-87.

3. The case of the management, in short, is that the concerned workman was belonging to Store Personnel Cadre prior to April, 1982. He was designated as Store Keeper in Clerical Grade-I prior to April, 1982. He was transferred from the Area office to West Mudidih Colliery by order dated 13-12-81 for his posting as Cashier. He joined his duties at West Mudidih Colliery on 26-2-82 as Cashier and prayed for his upgradation to special grade from his then existing Grade-I. His prayer was considered, he was regularised as Special Grade Cashier by order dated 7-4-82. The promotion order dated 10-4-87 was in respect of persons belonging in accounts cadre and was not in respect of combined financial discipline. The persons promoted were belonging to accounts cadre and not to cash personnel cadre. In view of such position the concerned workman is not entitled to the relief prayed for.

It has been prayed that the Hon'ble Tribunal be pleased to pass the award holding that the concerned workman is not entitled to any relief.

4. The management has produced MW-1, R. M. Mitr, who proved documents marked as Exts. M-1 to M-4/1.

In spite sending several notices the concerned workman did not appear and adduced any evidence.

5. Management's witness MW-1 stated that the concerned workman was promoted to the post of Chief Cashier. There is no document to show that the juniors were promoted earlier, than the concerned workman. S/Shri Hari Shankar Singh, Udayan Dey, A. S. Ansari and S. K. Saha belong to Accounts Cadre. They have been promoted only on cadre-wise. Cash and Accounts Cadre are different cadres. In both the cadres separate seniority list is prepared.

6. Considering the above facts and circumstances, I hold that the action of the management of M/s. B.C.C. Ltd. in not considering Shri Jai Ram Rai, Sr. Cashier of Angarpathra Colliery in Katras Area No. IV for promotion to the post of Accountant when S/Shri Hari Shankar Singh, Udayan Dey, A. S. Ansari and S. K. Sinha who were junior to Shri Jai Ram Rai were promoted vide Office Order dated 10-4-1987 is justified and the concerned workman is not entitled to any relief.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 4 मई, 2011

का. आ. 1542.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं.-1 के पंचाट (संदर्भ संख्या 236/1990) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2011 को प्राप्त हुआ था।

[सं. एल-20012/189/1990-आई आर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th May, 2011

S.O. 1542.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 236/1990) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. C.C.L., and their workman, which was received by the Central Government on 4-5-2011.

[No. L-20012/189/1990-IR(C-1)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of I.D. Act

Reference No. 236 of 1990

PARTIES:

Employers in relation to the management of
M/s. Central Coalfield Ltd.

AND

Their workman

PRESENT:

Shri H. M. Singh, Presiding Officer.

APPEARANCES :

For the Employers : None

For the workman : None

STATE : Jharkhand

INDUSTRY : Coal

Dated, the 25th April, 2011

AWARD

By Order No. L-20012(189)/90-I.R. (Coal-I) dated 1-10-1990 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the I.D. Act, 1947, has referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Ara Colliery of C.C.L., P.O. Kaju, Distt. Hazaribagh by not re-instating the service of Shri Ram Prasad Baitha, Piece-rated worker of Ara Colliery of C.C.L. w.e.f. 3-11-1986 and not making payment of arrears of wages and other allied benefits payable to him for the period from 3-11-1986 and onwards is legal and justified ? If not, to what relief the workman under dispute is entitled to ?”

2. The case of the concerned workman is that the management issued the concerned workman with chargesheet for his absents from duty which was in English. The concerned workman was an illiterate and Harizon (S.C.) employee and there was none in his village to read and write English. Without giving opportunity to the concerned workman, the Enquiry Officer conducted the enquiry on a single day and submitted his report on 17-7-1986, which was false, baseless and fictitious. On the basis of enquiry report the concerned workman was terminated from service.

In such circumstances the concerned workman has prayed before the Hon'ble Tribunal to pass an award in favour of the concerned workman.

3. The case of the management in short, is that the concerned workman was employed as a piece-rated worker in Ara Colliery. In absence of Certified Standing Orders at the relevant time, the workmen of the colliery were governed by Model Standing Orders. Under S.O. 17(i)(n) of the Model Standing Orders applicable to establishments in Coal Mines, absence of a worker from duty without permission and without satisfactory cause for more than 10 days, is misconduct for which he can even be dismissed from service. The concerned workman started absents from duty from 19-8-1985. Management waited for his coming back to work and explain the reasons for his unauthorised absence from duty. But he failed to do so. Ultimately, a chargesheet dated 9-5-1986 was issued to him to which he did not respond. The second chargesheet dated 5/6-6-1986 was issued to him and the workman concerned did not respond to that also. Thereafter a third

chargesheet dated 16-6-1986 was issued to him and he did not respond to that also. Thereafter vide memo dated 10-6-1986 the Agent/Project Officer, Ara Colliery ordered a detailed enquiry and appointed an Enquiry Officer who held an enquiry into the charge framed against the concerned workman. The Enquiry Officer after due notice to the workman concerned held the enquiry on 14-8-1986. During the course of enquiry the concerned workman admitted his guilt. Thereafter the Enquiry Officer submitted his report holding the concerned workman guilty. Considering the gravity of the misconduct, the concerned workman was dismissed from service with immediate effect by order dated 31-10-1986/3-11-1986.

It has been prayed that this Hon'ble Tribunal be pleased to pass an award in favour of the management by holding that the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some paragraphs of each other's written statement.

5. The management produced MW-1, Indu Bhushan Sahay, who proved documents marked Exts. M-1 to M-6.

The concerned workman has not produced any witness and not appeared inspite of notice.

6. It appears from the management's witness that the concerned workman was given fair opportunity and the enquiry conducted by the management was fair and proper. The concerned workman participated in the enquiry and the charge levelled against him has been admitted by the concerned workman that he was absent without leave because he was ill. It shows that the concerned workman was given fair opportunity and the enquiry was conducted fairly and properly. He was absent for more than six months without information which is violation of Standing Orders of the Company. He was also issued second chargesheet.

Main illness was that he was suffering from pain in stomach which is very easy to say, but no medical treatment paper has been produced.

7. Considering the above facts and circumstances, it shows that the action of the management of Ara Colliery of C.C.L., P.O. Kaju, Distt. Hazaribagh by not reinstating the service of Sri Ram Prasad Baitha, Piece-rated worker of Ara Colliery of C.C.L. w.e.f. 3-11-1986 and not making payment of arrears of wages and other allied benefits payable to him for the period from 3-11-1986 and onwards is legal and justified. Hence, the concerned workman is not entitled to any relief.

H. M. SINGH, Presiding Officer

नई दिल्ली, 4 मई, 2011

का. आ. 1543.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल.

के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं.-2 के पंचाट (संदर्भ संख्या 94/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2011 को प्राप्त हुआ था।

[सं. एल-20012/81/2005-आई आर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th May, 2011

S.O. 1543.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 94/2005) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL, and their workman, which was received by the Central Government on 4-5-2011.

[No. L-20012/81/2005-IR(C-1)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Sri Kishori Ram, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of I.D. Act, 1947

Reference No. 94 of 2005

PARTIES:

Employers in relation to the management of Govindpur Area No. III of M/s. BCCL and their workman.

APPEARANCES:

On behalf of the workman : Mr. N. G. Arun,
Authorised
Representative.

On behalf of the employers : Mr. D. K. Verma,
Advocate.

STATE : Jharkhand

INDUSTRY : Coal

Dated, Dhanbad, the 18th April, 2011

ORDER

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/81/2005-I.R. (C-1), dated, the 2nd November, 2005.

SCHEDULE

“Whether the demand of the Rashtriya Colliery Mazdoor Sangh, from the management of BCCL, Government Area-III that Shri Prabodh Kumar, General Mazdoor may be regularised as Underground Munshi in grade II w.e.f. December, 1993 in grade I w.e.f. 1997 and in Spl. Grade w.e.f. 2001 with all consequential benefits justified? If so, to what relief is the workman entitled?”

2. Mr. N. G. Arun, the representative of the Union and Mr. D. K. Verma, Ld. Advocate for the management is present.

3. Filing a petition on behalf of the Union concerned, Mr. N. G. Arun, the Ld. Advocate, representative thereof has moved that the present reference relates to Shri Promod Kumar (Pandey/Kumar) an employee of Kharkharee Colliery under M/s. Bharat Coking Coal Ltd. who is not interested to contest the industrial dispute; moreover for the last long few years, he (Mr. N. G. Arun) could not find his whereabouts, so he is unable to proceed with the case, though he heard the grievance of the workman was settled by the management.

4. Perused the case record, it is apparent that the case has been pending for filing the rejoinder on behalf of the workman since 9-1-2008, and it relates to Shri Promod Kumar, General Mazdoor's regularisation as Underground Munshi in Grade-II from December, 1993, in Grade-I and in Special Grade from 1997 and 2001 respectively with all consequential benefits.

5. In view of the petition filed by the representative of the Union, I find that if the grievances of the workman have been settled by the management or he has lost his interest in contesting the case, there is no need to proceed with the case indefinitely.

Under these circumstances, the case is closed for the disinterestedness of the Union as well as of the workman himself, and accordingly, order is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 4 मई, 2011

का. आ. 1544.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं.-2 के पंचाट (संदर्भ संख्या 115/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2011 को प्राप्त हुआ था।

[सं. एल-20012/168/2003-आई आर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th May, 2011

S.O. 1544.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 115/2003) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. E.C.L., and their workman, which was received by the Central Government on 4-5-2011.

[No. L-20012/168/2003-IR(C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

PRESENT:

Shri Kishori Ram, Presiding Officer.

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947

Reference No. 115 of 2003

PARTIES:

Employers in relation to the management of Mugma
Kshetra of M/s. E.C.L. and their workman.

APPEARANCES:

On behalf of the workman : Mr. D. Mukherjee,
Advocate-cum-
Secretary of Bihar
Colliery Kamgar
Union.

On behalf of the employers : Mr. D. K. Verma,
Advocate.

STATE : Jharkhand

INDUSTRY : Coal

Dhanbad, the 13th April, 2011

ORDER

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/168/2003-IR. (C-1), dated, the 10th November, 2003.

SCHEDULE

“Whether the action of the management of Kumardhubi Colliery under Mugma Area of M/s. ECL in dismissing Sri Niranjana Kumar Singh, U.G. Loader Man No. 153697, Kumardhubi Colliery w.e.f. 12/14-5-1999 is justified? If not, to what relief is the concerned workman entitled?”

2. Mr. D. Mukherjee, Ld. Advocate-cum-Secretary of the Union concerned sponsoring the workman and

Mr. D. K. Verma, the Ld. Advocate for the management are present.

3. No MW on preliminary point produced on behalf of the management. Meanwhile the aforesaid Ld. Counsel for the Union has submitted that the workman Niranjana Kumar Singh has filed a petition duly signed by him and under his signature as the Secretary of the Union namely, Bihar Colliery Kamgar Union, Jharnapara, Hirapur, Dhanbad that the dispute between both the parties has been amicably settled, so the workman does not want to contest the case and no industrial dispute exists; as such it has been submitted on his behalf to close the case and to pass ‘No dispute’ Award.

4. Perused the case record, it stands clear from the record that a petition dated 22-6-2010 under the signatures of workman and aforesaid Ld. Advocate D. Mukherjee as Secretary for the Union was filed but unfortunately no order sheet shows its filing date and time. But on moving it, it is entertained today. Since the sponsoring Union declines to proceed with the case on account of the fact that since the dispute has been amicably settled, so the workman does not want to contest the case.

5. Further it is clear from the Order sheet that the case has been pending since 22-2-2006 for the evidence of the management on preliminary point.

6. In view of the aforesaid facts and circumstances I find no industrial dispute exists now, as it has been amicably settled between both the parties, though no terms of the settlement have been disclosed by the sponsoring Union or the workman. Hence, the case is closed and order is passed accordingly.

KISHORI RAM, Presiding Officer

नई दिल्ली, 4 मई, 2011

का. आ. 1545.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन.ए.सी.आई.एल., के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, मुम्बई के पंचाट (संदर्भ संख्या 2/45/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2011 को प्राप्त हुआ था।

[सं. एल-11012/02/2009-आई आर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th May, 2011

S.O. 1545.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/45/2010) of the Central Government Industrial Tribunal-cum-Labour Court-2, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the

management of M/s. NACIL, and their workman, which was received by the Central Government on 4-5-2011.

[No. L-11012/02/2009-IR(C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT :

Sri K. B. Katake, Presiding Officer.

Reference No. CGIT-2/45 of 2010

Employers in relation to the management of M/s. National Aviation Company of India Ltd.

The General Manager,
M/s. NACIL (erstwhile M/s. Air India Ltd.)
Air India Building,
Nariman Point,
Mumbai-400 021.

AND

Their Workman.

The General Secretary,
All India Cabin Crew Association,
Inflight Service Building,
Medicon Bhawan, NITC
Sahar Andheri (East),
Mumbai-400 099.

APPEARANCES :

For the Employer : Ms. Pooja Kulkarni,
Advocate.

For the Workman : No appearance

Mumbai, the 28th March, 2011

AWARD

The Government of India, Ministry of Labour and Employment by its Order No. 11012/02/2009-IR (C-I), dated 23-4-2010 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication :

“Whether the demand of All India Cabin Crew Association (AICCA) for asking the management of National Aviation Company of India Ltd. (NACIL) to invite them for discussion before effecting any settlement affecting service conditions of the workmen of the company is legal and justified ? To what relief the claimant entitled for ?”

2. Notices were served on both the parties. However second party though duly served, remained absent. Registered AD receipts to that effect are at Ex.-3 and 5. The second party union did not appear and file the

statement of claim therefore, this reference cannot be decided on merit and the same deserves to be rejected. Thus I pass the following order :

ORDER

Reference stands rejected for want of prosecution.

Dated : 28-3-2011

K. B. KATAKE, Presiding Officer

नई दिल्ली, 4 मई, 2011

का. आ. 1546.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ब्रिटिश एयरवेज वर्ल्ड कार्गो के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1 मुम्बई के पंचाट (संदर्भ संख्या 1/16/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2011 को प्राप्त हुआ था।

[सं. एल-11012/47/2005-आई आर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th May, 2011

S.O. 1546.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/16/2006) of the Central Government Industrial Tribunal-cum-Labour Court-1, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. British Airways World Cargo, and their workman, which was received by the Central Government on 4-5-2011.

[No. L-11012/47/2005-IR(C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Justice G. S. Sarraf, Presiding Officer

Reference No. CGIT-1/16 of 2006

PARTIES :

Employers in relation to the management of British Airways World Cargo.

AND

Their Workmen (Nitin Namdeo Ambavkar)

APPEARANCES :

For the Management : Shri K. J. Preswalla,
Advocate.

For the Workman : Shri F. R. Mishra,
Advocate.

STATE : Maharashtra

Mumbai, the 26th day of April, 2011

AWARD

1. In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) the Central Government has referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of British Airways World Cargo, Sagar, Mumbai-99 in terminating the services of Shri Nitin Namdeo Ambavkar w.e.f. 1-2-2005 is just, fair and legal ? If not, to what relief is the concerned workman entitled ?”

2. As per the statement of claim submitted by the second party workman Nitin Namdeo Ambavkar he was employed by the management of the first party M/s. British Airways World Cargo and he was in continuous service of the first party for the period from 9-8-1999 till his services were terminated vide letter of the first party dated 1-2-2005. The last wages drawn by him were Rs. 13,000 p.m. including allowances. Initially he was designated as Junior Cargo Assistant and he was paid his salary by cheque through M/s. T.T. Logistics though his services were controlled, supervised and managed by the first party and thereafter he was given the post of Security Agent w.e.f. 1-4-2004 though his pre-dominant duty and work were that of Junior Cargo Assistant and from 1-4-2004 salary was paid to him by cheque directly by the first party. The first party assured to make him permanent but as the first party did not act as per the assurance he sent a letter dated 27-12-2004 wherein he demanded that he be made permanent. The first party held an interview for recruiting Cargo Team on 1st and 2nd December, 2004. He participated in the interview but he was not selected. According to the statement of claim he applied for leave on 11-1-2005 for a period from 23-1-2005 to 10-2-2005. However, he fell ill on 17-1-2005 and about this he intimated the first party through phone as per existing practice. He remained sick upto 21-1-2005. He was orally sanctioned leave w.e.f. 23-1-2005 to 10-2-2005. He reported for duty on 13-2-2005 as 11-2-2005 and 12-2-2005 were his weekly off days but to his utter surprise his name was not mentioned in the staff roster. He was then advised to meet one Mr. Ajay James on 15-2-2005. He again reported for duty on 15-2-2005 and met Mr. Ajay James. The latter handed over a letter dated 1-2-2005 to him whereby his services were terminated with effect from 1-2-2005. He sent a reply of the above letter on 21-2-2005. According to the statement of claim his tenure in the service of the first party has been clean and without stigma and never any warning letter or memo or show cause notice was issued to him. It has also been stated that from the date of his termination he has remained unemployed though he did his best to get gainful employment elsewhere. He has

prayed that the first party be directed to reinstate him on the post of Security Agent with continuity of service and full back wages and all other consequential benefits.

3. According to the written statement filed by the first party the second party workman was employed at the Airport Cargo Complex of the first party as Security Agent w.e.f. 1-4-2004 on a two years contract. The period of employment was from 1-4-2004 to 31-3-2006. Prior to that a similar contract was entered into on 4-3-2004 but as the second party workman could not get his release from his previous employer a fresh contract was entered into. According to the written statement the contract being for a limited period of two years the matter is governed by Section 2(oo)(bb) of the Act and as such on the expiry of the said period of two years the second party workman ceases to be an employee of the first party. It has been stated in the written statement that before the second party workman joined the first party the former was employed by M/s. T.T. Logistics which is a general sales agent for the first party and is an independent separate organization. It has been denied that the second party workman was in continuous service of the first party from 9-8-1999. It has also been denied that the second party workman was ever assured by the first party that the former would be made permanent. It has been admitted that the last drawn wages of the second party workman were Rs. 13,000 p.m. including allowances. According to the written statement the second party workman did apply for leave on 11-1-2005 for a period of 15 days from 23-1-2005 to 10-2-2005 but the leave available to his credit was 10 days and accordingly his leave was sanctioned only upto 3-2-2005. According to the written statement a leave roster was implemented from 17-1-2005 and on the very first day the second party workman remained absent. The first party has denied that the second party workman remained ill from 17-1-2005 to 21-1-2005 as no medical certificate was submitted. It has also been denied that the second party workman conveyed through phone that he was ill. The first party has denied that the service record of the second party workman was clean and without stigma. According to the written statement as the second party workman did not report for duty and as his contract was coming to an end his services were terminated w.e.f. 1-2-2005 in accordance with clause 15 of the contract.

4. The second party workman filed rejoinder in which he reiterated his stand.

5. The second party workman filed his affidavit and he was cross-examined by learned counsel for the first party whereas the first party filed affidavit of one Wendell Credo who was cross-examined by learned counsel for the second party workman.

6. Heard learned counsels for the parties.

7. The second party workman in his statement of claim has asserted that he has been in the continuous

service of the first party w.e.f. 9-8-1999. However, he has failed to produce any appointment letter. Moreover, he has admitted in his statement of claim as also in his cross-examination that he was paid wages through M/s. T.T. Logistics by cheque. Ex. M-1 is the letter issued by M/s. T.T. Travels Ltd. to the second party workman whereby the post of Junior Cargo Assistant has been offered to him and the second party workman has signed this letter in acceptance of the offer. Ex. M-2 is the appointment letter issued by M/s. T.T. Travels Ltd. in favour of the second party workman and the second party workman has signed the letter after accepting the terms and conditions mentioned therein. There are other papers namely Ex. M-3, Ex. M-4, Ex. M-5, Ex. M-6, Ex. M-7, Ex. M-8 and Ex. M-9 which show that the second party workman was in the employment of M/s. T.T. Travels Ltd. and M/s. T.T. Enterprise Pvt. Ltd. from 9-8-1999 to 31-3-2004. Thus it is not established that the second party workman has been in continuous service of the first party from 9-8-1999.

8. It is an admitted case of the first party that the second party workman was employed as Security Agent at the Airport Cargo Complex of the first party w.e.f. 1-4-2004 for a period of two years i.e. upto 31-3-2006 by virtue of a contract entered into between them. It is not disputed that the second party workman worked continuously without any interruption from 1-4-2004 till 16-1-2005. There is thus no doubt that the second party workman has been in continuous service of the first party for more than 240 days.

9. The question is whether the termination of the second party is valid and is in accordance with principles of natural justice.

10. The letter of termination is Ex. W-5 which is dated 1-2-2005 and the ground for termination is that the second party workman has not been attending his duties since 17-1-2005. It is an admitted case of the first party that the second party was sanctioned leave from 23-1-2005 to 3-2-2005 and, therefore, the period from 23-1-2005 to 31-1-2005 cannot be treated as period of absence because for this period the workman has already been sanctioned leave by the first party. Since 22-1-2005 is said to be an off day for the second party workman, therefore, the alleged period of absence remains only 5 days i.e. from 17-1-2005 to 21-1-2005.

11. Ex. W-12 is a copy of log book maintained in the office of the first party wherein the details of 17-1-2005 are noted and it is stated there that the second party workman will not be reporting for duty as he is not well. The witness of the first party Wendell Credo has admitted in his cross-examination that as per the record the workman was sick from 17-1-2005 to 20-1-2005. In view of the above evidence the termination of the second party workman on ground of not attending duties is wholly unwarranted and is definitely against principles of natural justice.

12. Learned counsel for the first party has contended that the post of Security Agent is envisaged only for a short period as a longer period of service of the workman may create security hazards and that even if the termination of the workman is held improper the workman cannot be given relief beyond 31-3-2006 as the services of the second party is contractual and the contract comes to an end on 31-3-2006.

13. There is absolutely nothing on the record to prove that a longer period service of the security agent will create any security hazard.

14. As regards the contract the probability of the employer exploiting the labour by giving fix tenure of appointment can never be overruled and, therefore, it is improper and unwise simply to decide the nature of employment on the basis of letter of appointment issued by the employer. The nature of employment has to be determined with reference to the nature of duties performed by the workman and the type of work the workman is entrusted with. If the employer resorts to contractual employment as a device irrespective of the fact that the work continues or the nature of duties which the workman is performing are well in existence such contractual engagement will have to be tested on the anvil of fairness, propriety and bonafides. It is, therefore, the duty of the Tribunal to examine each and every case in its proper prospective and to protect the workman against the abuse of Section 2(oo)(bb) of the Act. Section 2(oo)(bb) of the Act will apply only to such cases where the work ceases with the employment or the post itself ceases to exist or there is such other analogous cause and where the contract of employment is found to be fair, proper and bonafide. In this case neither the work nor the post has ceased to exist. As a matter of fact the contract appears to be a device to defeat the rights and interests of the second party workman and as such the first party cannot take recourse of Section 2(oo)(bb) of the Act.

15. In view of the above discussion the action of the management of the first party in terminating the services of the second party workman Nitin Namdeo Ambavkar w.e.f. 1-2-2005 is held to be unjust, unfair and illegal.

16. Consequently, the first party is directed to reinstate the workman Nitin Namdeo Ambavkar within a period of two months from today with 40 per cent back wages from 1-2-2005.

17. An Award is made accordingly.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 4 मई, 2011

का. आ. 1547.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टी.आई.एस.सी. ओ. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों

के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न.-1, धनबाद के पंचाट (संदर्भ संख्या 274/1990) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2011 को प्राप्त हुआ था।

[सं. एल-20012/326/1990-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th May, 2011

S.O. 1547.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 274/1990) of the Central Government Industrial Tribunal-cum-Labour Court-I, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. TISCO and their workman, which was received by the Central Government on 4-5-2011.

[No. L-20012/326/1990-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of reference U/s. 10(1)(d)(2A) of I.D. Act

Reference No. 274 of 1990

PARTIES:

Employers in relation to the management of Digwadih Colliery of M/s. TISCO Ltd.

AND

Their Workmen

PRESENT:

Shri H. M. Singh, Presiding Officer

APPEARANCES :

For the Employer : None

For the Workman : None

STATE : Jharkhand

INDUSTRY : Coal

Dated, the 20th day of April, 2011

AWARD

By Order No. L-20012/326/90-I.R. (Coal-I) dated 11-12-1990 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the I.D. Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Digwadih Colliery of M/s. TISCO Ltd. in not correcting date of birth to be 7-5-1936 and in pre-maturely superannuating Shri Samjoo, Miner w.e.f. 17-11-1986 is justified ? If not to what relief the workman is entitled ?”

2. The case of the concerned workman, in short, is that he has been working in permanent post for a long time. His date of birth was recorded by the management arbitrarily without any medical examination. Concerned workman made several representations to the management to record his date of birth as 7-5-1936 in accordance with the entry of date of birth in the Kotwali P.S. record. But the management wrongly and prematurely superannuated him w.e.f. 17-11-1986. He demanded that his date of birth should be 7-5-1936 instead of 17-11-1925.

Accordingly, it has been prayed that the Hon'ble Tribunal be graciously pleased to pass an award in favour of the concerned workman.

3. The case of the management, in short, is that the concerned workman at the time of his appointment had given declaration on his own that his date of birth was 17-11-1925 and on the basis of the same his date of birth was recorded as 17-11-1925 in the company's record. He was due for his superannuation on completion of 60 years of age on 17-11-1985. However, as per Company's rule, on being found medically fit, he was granted extension of one year's service and he has superannuated from the Company's service on 17-1-1986. He claimed that his date of birth was 7-5-1936 instead of 17-11-1925 as per the Police Station records. If the concerned workman was born on 7-5-1936 he would not have declared his date of birth as 17-11-1925. The demand of the concerned workman for correction of his date of birth is motivated and has been based on the basis of concocted fact and fabricated documents. So, he is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying some of the paragraphs of each other's written statement.

5. The management has produced MW-1, Dinesh Kumar Sharma an MW-2, Binay Pandey and documents have been proved and marked as Exts. M-1 to M-4.

In spite of several notices the concerned workman has not appeared to give evidence.

6. As per management's document which is maintained under Mines Act the date of birth of the concerned workman has been recorded as 17-11-1925 which cannot be in any way 7-5-1936. No relevant document has been filed on behalf of the concerned workman to show that his date of birth is 7-6-1936.

7. Considering the above facts, I hold that the action of the management of Digwadih Colliery of M/s. TISCO Ltd. is not correcting date of birth to be 7-5-1936 and in prematurely superannuating Shri Samjoo, Miner w.e.f. 17-11-1986 is justified and the concerned workman is not entitled to any relief.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 4 मई, 2011

का. आ. 1548.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 61/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2011 को प्राप्त हुआ था।

[सं. एल-20012/284/2003-आई आर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 4th May, 2011

S.O. 1548.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 61/2004) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL, and their workman, which was received by the Central Government on 4-5-2011.

[No. L-20012/284/2003-IR(C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10 (1)(d) of the I.D. Act, 1947.

Reference No. 61 of 2004

PARTIES:

Employers in relation to the management of E.J. Area of M/s. BCCL and their workman

APPEARANCES:

On behalf of the Workman : Mr. P. N. Singh,
Advocate.

On behalf of the Employers : Mr. S. Singh,
Advocate.

STATE : Jharkhand

INDUSTRY: Coal

Dhanbad, the 15th April, 2011

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following

dispute to this Tribunal for adjudication vide their Order No. L-20012/284/2003-IR. (C-I), dated, 26-4-2004.

SCHEDULE

“KYA RASHTRIYA COLLIERY MAZDOOR CONGRESS KIBHARAT COKING COAL LTD. E. J. KSHETRA PRAVANDHTANTRA SEY MANG KI (1) KARMKAR SHRI BHUBANESWAR PANDEY KO UNKI BARKHASTGI EVAM PUNARSTHAPAN KEY VICH KIAVADHI ARTHAT 26-8-92 SEY 14-2-93 TAK KEY VETAN KA BHUGTAN KIYA JAYEY TATHA (2) DINANK 1-9-90 SEY UNHEY SPECIAL GRADE (CLERICAL) MEY PADAN NOT KIYA JAYE UCHHIT EVAM NAYA SANGAT HAIN ? YADI HAN TO KARMKAR KIS RAHAT KEY PATRA HAIN ?”

2. The case of the workman as sponsored by the Union is that workman Bhuneshwar Pandey, Personal No. 1160035 presently posted as the Store Keeper at Patherdih Colliery in the Eastern Jharia Area of M/s. B.C.C.Ltd., was originally employed as the Clerk on 8-8-1977 by M/s. B.C.C.L., Koyala Bhawan, Dhanbad. The employer No. 1 time to time transferred him from one area to another. While working as the Store Keeper at North Tisra Colliery in Lodna Area under employer No. 2, the workman was charge sheeted as per Charge sheet No. BCCL/NTC/90/CS/6210 dated 12-10-1990, and thereafter was dismissed from the services of the company w.e.f. 23-4-1992. On the examination of his file by the employer No. 1 on his protest the allegation of the Charge sheet against the workman and not giving him full opportunity to defend his case were found legally untenable, so also the impugned order of dismissal as illegal and incorrect; therefore, employer No. 1 as per letter No. BCCL/PER/IR/Lodna/92/DCKS/10357 dated 26/27-8-92 directed the employer No. 2 to reinstate the workman for his such legal right to get compensation for his monetary loss caused by the aforesaid illegal dismissal and as such the employers were legally bound to pay the innocent workman his back wages. The employer No. 1 was reluctant to comply with the direction of the employer No. 1 for several months. At last on the representation of the workman on 29-11-1992 against the employer No. 2 before the Chairman-cum-Managing Director the employer No. 1 the Deputy Chief Personnel Manager (IR) BCCL Koyala Bhawan as per letter No. BCCL/PER/IR/A-X/93/2590 dated 1-3-1993 redirected the employer No. 2 to forthwith reinstate him in view of the complaint of D. C. K. S. against him before the C.M.D BCCL.

3. Further case of the workman is that the employer No. 2 called him in his office on 24-3-93 and proposed him to sign an agreement with the management to treat the period of his dismissal from 23-4-92 to 14-2-93 as die-non. But the workman protested it as a plan to deprive him his back wages lost for his illegal dismissal. But the

workman under threatful blackmailing and coercion of the employer No. 2, though with verbal protest, signed the Memorandum of Settlement in Form H of the Industrial Dispute (Central) Rules, 1957 on 24-3-93 which was void because it was not effected by free consent of the worker to sign it; forfeiting his back wages cannot be legal consideration for the agreement. The employer No. 2 and his legal adviser, Dy. Chief Personnel Manager of Lodna Area did not ensure the execution of the settlement memorandum in presence of two independent witnesses for his interest. The agreement being illegal became entirely voidable and void since 15-4-93 the workman had protested on. Despite it the employers did not pay him his back wages from 23-4-92 to 14-2-93 as well as the annual increment due on 1-1-93. Even his appeal to the employer No. 2 for it was in vain rather, the employer No. 2 as per the Office Order No. BCCL/GM/LA/PER/EST/91/00/2983 dated 13-8-1991 promoted eight Store Keepers of Lodna Area from Clerical Grade-I to Sr. Store Keeper Special Grade (Clerical) retrospectively with effect from 1-9-1990, but the case of the workman on protest was unconsidered on the ground of his departmental enquiry pending in quite unjustified manner. Though the office of the employer No. 2 at the bilateral meeting held on 28-11-91 responded for the consideration of his case after the disposal of the departmental enquiry into the charges but he would be granted his claim for notional seniority in the promoted post of Sr. Store Keeper, Special Grade (Clerical) from 1-9-90, only after his exoneration from the allegation of misconduct as chargesheeted in view of the Notes of discussion held on that day (against Demand No. 8) as circulated under File No. 258 dated 17-1-92 under the signature of A. K. Ghosh, the Personnel Manager, Lodna Area (I.R.).

4. Further case of the workman is that inspite of the workman having been exonerated from the alleged misconduct and reinstated from 15-2-93 as per the instruction of employer No. 1 the employer No. 2 did not agree to the promotional grievance of the workman including his supersession nor his case was referred to the competent D.P.C. for the interest of innocent workman. On his reminder about it, the management namely the employer No. 1 transferred and posted him from Lodna Area to sudamdih Area now the Eastern Jharia of BCCL under the employer No.3 with effect from 14-11-95 which resulted in affecting the promotional prospect of the workman in view of the Implementation Instruction No. 34 dated 17-7-1984 of IIIrd JBCCI which provides for promotional zone to be area seniority and the mode of selection for promotion based on seniority-cum-merit for filling up the vacancies of the Senior Store Keeper Special Grade (Clerical). Moreover, it affected so much that since 31-12-98 he was stagnated on the same post as Store Keeper without promotion as contrasted with that of his other colleagues in Lodna Area, for no fault on his part.

The employers of Eastern Jharia Area (Employer No. 3) are responsible for not granting him promotion since 14-11-95. Even raising the dispute before the Asstt. Labour Commissioner (Central), Dhanbad through the Union could not come to the settlement through conciliation. Hence the present case came to this Tribunal for adjudication for the relief (i) for the payment of his back wages with interest for the period from 23-4-92 to 14-3-93 for his illegal and unjustified dismissal; (ii) for directing the employer to grant promotion to him as Sr. Store Keeper (Clerical) Special Grade, w.e.f. 1-1-90 with the payment of differences of wages accruing since then till date, and (iii) any other further relief deemed fit and proper.

5. In rejoinder, it has been pleaded on behalf of the workman that as per order of the Director of Personnel BCCL in consideration of his protest petition against the false chargesheet prejudiced fake enquiry and arbitrary dismissal, once the workman was allowed to be reinstated forthwith but the local management through wilful idleness arbitrarily delayed his reinstatement within the period from 26-8-92 to 14-2-93 and accordingly forced him to put his signature on the agreement against his will as a precedent to grant him to work and the copy of the Memorandum of Settlement which was forced upon the workman was also filed in the Reference No. 71/1994 before the Tribunal No. 1, Dhanbad and the case was dropped on that score for the not farious game of the management. Moreover, the management has not granted the promotion to the workman due since 1-9-90. The SLU is not a promotion to the post/rank.

6. Whereas specifically disputing the aforesaid allegations of the workman the case of the management is that after his initial appointment as a Clerk at Koyala Bhawan on 8-8-1977, the workman was posted as Store-Keeper in the year 1990 at North Tisra Colliery under Lodna Area. While working as such, he was issued the chargesheet No. BCCL/NTC/90/CS/6210 dated 22-10-90 for his committed offences of theft, fraud, dishonesty and habitual neglect of work. He has submitted his reply to it, denying the charges levelled against him. Consequently the Departmental Enquiry was conducted in accordance with the principle of natural justice. He though fully participated in it, was given full opportunity to lead his evidence and to cross-examine the management's witness yet never raised any objection against the Enquiry Proceeding and the Enquiry Officer. The Enquiry Officer found the workman guilty of the misconduct committed by him. In view of the serious nature of the misconduct the appropriate authority dismissed him from the service as per letter No. NTC/92/PER/1672-809 dated 23-4-92. Thereafter the workman had raised the industrial dispute under Reference No. 71/1994 through his Union, Dhanbad Colliery Karamchari Sangh. Meanwhile, having realised his mistakes, he approached the management to forgive him and apologised for it with a request to the management for his reinstatement without back wages. Then the

management in view of the family aspect of the workman just to give him a chance for amending himself, accordingly considered his request for his reinstatement without back wages. It resulted in the settlement between the management and the sponsoring union to accordingly reinstate him without any back wages. On filing the settlement before the Presiding Officer, CGIT No. 1, Dhanbad, in the aforesaid case, 'No dispute' Award was passed on 30th July, 1996 finding the settlement as very reasonable.

7. Further case of the management is that after allowing the workman his duty, the management being sympathetic towards the workman gave him his due promotion, upgradation so that he might amend himself to be a good citizen. But he could not respect the good support of the management and restarted litigation with the management, by filing the present reference case on false pretext with suppression of the real facts for illegal profit. The workman had voluntarily entered into the settlement but he did not raise any objection to it before the Hon'ble Tribunal previously nor expressed a whisper of alleged threat and coercion on the part of the management. So the settlement was not void. The management gave him due promotion even after his dismissal for the said serious charges. As such he is not entitled to any other promotion and the present reference is liable to be summarily dismissed being devoid of merits just as he is not entitled to any relief.

FINDING WITH REASONS

8. In the present case WW-1 Bhuneshwar Pandey, the workman himself and MW-1 Rajiv Ranjan, the Senior Officer, Personnel of Patherdih Colliery have been examined on behalf of the Union and the management respectively in support of their respective case.

On the scrutiny of the oral and documentary evidences of both the parties I find the facts being admitted are indisputable as under :

- (i) The workman as Store Keeper Grade-I was dismissed from 23-4-92 while posted at Lodna Area, as he was chargesheeted for his manipulation in the Store and for theft;
- (ii) The workman was reinstated on 15-2-93 (retrospectively) but as per the terms of settlement with the management in Form-H dated 24-3-93 (Ext. W-1), no payment was to be made for the period, namely, from 26-8-92 to the date of his reinstatement by treating it as 'dies non', however, he would be treated on roll for the payment of wages from 15-2-93.
- (iii) The workman had previously brought the Reference No. 71/1994 before the CGIT No. 1, Dhanbad, against his aforesaid dismissal by the management and during the pendency of

his aforesaid case, the settlement as per the Memorandum in Form H (Ext. W-1) which was dated 24-3-93 under the signature of both the parties, became the basis for passing an Award on 3-7-1996 (Ext. M-1) as per the terms thereof, in the aforesaid Reference case.

9. In the instant case the Schedule involves two points for adjudication :

POINT NO. 1

Whether payment of salary be made to the workman for the period 26-8-92 to 14-2-93 between his dismissal and reinstatement, and

POINT NO. 2

Whether his claim for his promotion to Special Grade (Clerical) from 1-9-90 is justified ?

At the first point, WW-1 Bhuneshwar Pandey, the workman himself has orally stated that on the letter dated 26-8-92 of the Headquarters for his reinstatement, he was reinstated on 15-2-93 and during that period he was harassed. Though he has admitted that the settlement mentions no payment to be made for the aforesaid period yet he denied the stipulation in the settlement at his own will. It is remarkable to note that the workman himself expressed his ignorance of what happened in his aforesaid previous case No. 71/1994 which was pending before the CGIT No. 1, Dhanbad. But on the other hand it is his admission the Settlement in Form H (Ext. W-1) filed in 1993, after which 'No dispute' Award was passed. In such oscillating averment of the workman the plea of the workman in view of his aforesaid admitted facts about the settlement against his will is not at all tenable, as also represented later on by the workman through his personal letter [marked 'X' for identification, later on substituted with his original one under his signature without date as Ext. W-3 (on formal proof dispensed with) as per Ordersheet dated 25-3-2011] to the Director, Personnel of BCCI, Dhanbad. Whereas MW-1, Rajiv Ranjan, the Senior Officer Personnel, Patherdih Colliery has conspicuously proved that the workman had replied to the chargesheet and also participated in the departmental enquiry into the charge of theft of some articles from the Store while he was posted at North Tisra Colliery under Lodna Area in the year 1990, that on the proof of charges, the workman was guilty and thereafter he was dismissed in the year 1992, and thereafter he raised the industrial dispute bearing Ref. No. 71/94, in which feeling his guilt he had apologised for it and also tried to settle the dispute with the management; consequently there was settlement between both the parties under Form H on 24-3-1993 which was filed in the aforesaid case in the year 1996, on the basis of which the Award (No dispute) (Ext. M-1) was passed on 30th July, 1996, and since then the workman was allowed to join his job in the same store at Lodna Area. The settlement in

Form H dated 24-3-93 under the signature of both the parties forms the part of the Award. Further he has established that after his dismissal, the workman was reinstated without back wages subject to the aforesaid settlement, having specifically denied the fact of victimisation and not allowing the workman to join his duty for six months.

At the second point concerning his claim for promotion, formally proving the Minutes of the meeting of the representatives of Dhanbad Colliery Karamchari Sangh held on 28-12-91, its cyclostyled copy marked as Ext. W-2 (with objection), the statement of the workman (WW-1) is that on his demand for promotion he was transferred without promotion to EJ Area Bhowra and the Lodna Area did not promote him whereas his colleagues were promoted in the year 1990 in Lodna Area, even then the EJ Area Bhowra also not promoted him as per his demand for his promotion in Special Grade (Clerical) from 1-9-1990. But the photo copy of the petition filed by the workman was marked as 'X' for identification, which was later on substituted with its original petition filed before the Director, Personnel, marked as Ext. W-3 (on formal proof dispensed with) being a protest against his dismissal only appears to be quite irrelevant to the claim for his promotion. The workman has stated he had been all along on the post of Store Keeper Grade-I. On the other side MW-1 Rajib Ranjan, the Senior Officer, Personnel has established that workman Bhuneshwar Pandey was appointed as a Clerk in 1977 in Koyala Bhawan, and he was promoted to Grade-I Clerk in 1982, thereafter he was given SLU in Special Grade and another SLU in Technical and Supervisory Grade in 1993 and 2002 respectively and recently he was promoted to Special Grade as Senior Store Keeper in 2009 which was accepted by himself by his application in Hindi in his pen and signature (Ext. M-2). The Management witness proved the Order dated 30-9-2009 of the Project Officer of Patherdih Colliery as Ext. M-3 (in pursuant to Office Order No. 2363-68 dated 21-9-09 of the Deputy Chief Personnel Manager, EJ Area) whereby the workman was promoted to the post of Senior Store Keeper in T/S Grade, Special w.e.f. 21-9-09. According to the Management witness, despite the fault of the workman, the management sympathetically dealt with him and provided him regular promotion as well as benefits thereupon, so the claim of the workman for promotion is unjustified. Maintaining his veracity his long cross-examination, this witness (MW-1) has clearly stated that Mr. H. N. Singh and 7 others, the colleagues of the workman were promoted w.e.f. 1-9-90 (the witness deposed after seeing the BCCL Lodna or Area Office order dated 13-8-1999 stating but the workman since being under enquiry was not promoted). The copy of the aforesaid Order was marked as 'X' for identification. Further the averment of the witness (MW-1) is that at the bilateral meeting of the management and the Union held on 20th Dec., 1991, it was resolved to consider the case of

promotion after his acquittal of the charges under the departmental enquiry against him. But in the present case I find that there is no proof on the part of the workman that he was acquitted of the charges, rather it adversely proves against him that he was dismissed from his service on the proof of charge of theft against him, so the aforesaid resolution at the bilateral meeting between both the parties cannot in any way strengthen the claim of the workman for his promotion. Since the workman being under enquiry was also held guilty of the charge, so he was not promoted w.e.f. 1-9-90 to the Special Grade Clerical but later on the workman got due promotion since 1993 as SLU in Special Grade and SLU in T/S Grade in 2002 and Special Grade, Senior Store Keeper in 2009 as accepted by himself, but he did not raise any objection at the relevant time.

10. After hearing P. N. Singh, the Ld. Advocate for the Union and Mr. S. Singh, the Ld. Advocate for the management and on the analytical study of the case, I find and hold that the concerned union's demand for the payment of salary to the workman Bhuneshwar Pandey for the period from 26-8-92 to 14-2-93 during his dismissal and reinstatement and for his promotion to the Special Grade Clerical from 1-9-1990 was not justified and legal. So the workman is not entitled to any relief.

KISHORI RAM, Presiding Officer

नई दिल्ली, 5 मई, 2011

का. आ. 1549.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद के पंचाट (संदर्भ संख्या 55/1990) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2011 को प्राप्त हुआ था।

[सं. एल-12012/8/1990-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 5th May, 2011

S.O. 1549.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/1990) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 29-4-2011.

[No. L-12012/8/1990-IR(B-1)]
RAMESH SINGH, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1,
DHANBAD

In the matter of a reference U/S. 10(1)(d)(2A) of I.D. Act.

Reference No. 55 of 1990

PARTIES:

Employers in relation to the management of State
Bank of India.

And

Their Workman

PRESENT:

SHRI H. M. SINGH, Presiding Officer

APPEARANCES:

For the Employers : None

For the Workman : None

STATE : Jharkhand INDUSTRY : Bank

Dhanbad, the 19th April, 2011

AWARD

By Order No. L-12012/8/90-I.R. (B-3) dated 19/20-3-90 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-sec. (1) and Sub-sec. (2A) of Section 10 of the I.D. Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the State Bank of India in terminating the services of Shri Binod Kumar, Canteen Boy/Casual Labour w.e.f. 19-4-87 was justified? If not to what relief the workman is entitled and from which date.”

2. The case of the concerned workman, in short, is that he was appointed as a canteen boy on 20-4-1982 by the Branch Manager of S.B.I., ADB Satbarwa Branch, Distt. Palamou. His duty hours was similar to the permanent employees of the Bank. He used to work full days on all week days and half day on Saturday like all employees/officers of the Bank and performed the duties of subordinate cadre employees of the Bank, besides the job of a canteen employee. The salary of canteen employees on a uniform scale on monthly basis are being paid from the Bank's charges account. Though the concerned workman was entitled to full scale wage of the subordinate cadre, he was merely paid a sum of Rs. 150 per month as wages.

It has been prayed that the Hon'ble Tribunal be pleased to pass an award in favour of the concerned workman holding him entitled to a subordinate cadre wage scale w.e.f. his date of appointment on 20-4-1982 and his

reinstatement in the Bank's service with retrospective effect.

3. The case of the management, in short, is that the concerned workman was unauthorisedly engaged by the then Branch Manager for a period of 2 days in 1984, 41 days in 1985, 21 days in 1986 and 23 days in 1987 as a casual labour for odd works on daily wage basis. Besides that he was engaged in 1986 for a period of 91 days from 1-4-86 to 30-6-86 for odd works i.e. sprinkling on khas khas. Since the sprinkling of water on khas khas is only a seasonal work for which he was engaged for specific period. Since the concerned workman was not engaged by the Bank, except for a specified period as mentioned above, he cannot claim for his regularisation in the Bank's service.

It has been prayed that the Hon'ble Tribunal be pleased to pass an award holding that the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management produced MW-1, Adayanand Das. The concerned workman has not produced any evidence.

6. Management's witness clearly stated that the concerned workman not staff of the Bank. He was staff of Welfare Committee which is constituted in every branch of the Bank having more than five employees to provide tea and other drinks to the staff in cheaper rate, and expenses is paid by the staff by collection and contribution. The evidence of the management's witness clearly shows that he was not the employee of Bank and his salary was not paid by the Bank, so he cannot be regularised.

7. Considering the above facts and circumstances, I hold that the action of the State Bank of India in terminating the services of Shri Binod Kumar, Canteen Boy/Casual Labour w.e.f. 19-4-87 was justified and the concerned workman is not entitled to any relief.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 5 मई, 2011

का. आ. 1550.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 52/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2011 को प्राप्त हुआ था।

[सं. एल-12012/82/2009-आई आर(बी-1)।

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 5th May, 2011

S.O. 1550.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 52/2009) of the Central Government Industrial Tribunal-cum-Labour Court-1, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of Patiala and their workman, which was received by the Central Government on 29-4-2011.

[No. L-12012/82/2009-IR(B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case I.D No. 52/2009

Shri Balraj
S/o Sh. Ved Prakash,
R/o Near Ravidas Mandir,
Bawri Gate,
Bhiwani

... Applicants

Versus

The Branch Manager,
State Bank of Patiala,
Vikas Nagar Branch,
Bhiwani

... Respondents

APPEARANCES:

For the Workman : Sh. B. S. Prabhakar
For the Management : Sh. S. K. Gupta

AWARD

Passed on 11th April, 2011

Government of India, Ministry of Labour and Employment vide Notification No. L-12012/82/2009-(IR(B-I)) dated 20-10-2009 referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the Management of State Bank of Patiala in terminating the services of Sh. Balraj S/o Sh. Ved Prakash, Water Carrier w.e.f. 3-10-2005, is justified ? If not, what relief he is entitled to ?”

Parties appeared and filed their respective pleadings.

The case of the workman in nutshell is that he was engaged by the management of the bank as water carrier on daily waged basis and worked w.e.f. April 1997 to 3-10-2005 without breaks. He has worked almost for eight and a half years and his services were terminated without notice

or without payment of one month wages in lieu of notice and without payment of lawful terminal dues. His juniors were retained in service against the provisions of Industrial Disputes Act. He has completed 240 days of work in the preceding year from the date of his termination. On the basis of above, the workman has prayed for setting aside his termination order and for consequential order reinstating him into the services with consequential benefits.

The management of bank appeared and opposed the claim of workman by filing written statement. Initially the appointment of the workman was challenged on the ground that workman was engaged purely on daily basis as and when the work was required. He was never employed on regular/temporary or ad hoc basis. No appointment letter was issued to him. The workman does not fall within the definition of workman as defined in the Industrial Disputes Act. He has not completed 240 days of work in the preceding year from the date of his termination. There existed no master-servant relationship between the workman and the management. The workman was not appointed against the sanctioned post, hence, as per contention of the management, he has no claim for reinstatement and regularization of his services.

Parties were afforded the opportunity for adducing evidence. Evidence was recorded. Vide order dated 9-8-2010, certain documents were summoned by this Tribunal. Documents in part were filed. Documents before 2002 were not filed. It was contended by the management that documents prior to 2002 have been destroyed as per rules of the bank. It is specifically contended by the witness of the management that after seven years, documents are destroyed as per policy. But the witness could not produce any certificate or any order of the disciplinary authority destroying the documents which were seven years old. Moreover, as per this certificate the documents were destroyed not under any officer order but by fire and deemak. Thus, there is a difference in the evidence given orally by the witness of management and the relevant documents (M3).

It is the contention of the workman that entire documents have not been placed on record. It is also admitted by the witness of the management that entire documents relating to the services of the workman have not been placed on record. If the statement of Sh. S. K. Chug, the witness of management is taken cumulatively, it makes clear that Sh. Chug has no information regarding the service tenure of the workman. He has stated that he is deposing just on the information given by co-employees. This information was given to him orally. At one place he has stated that on the basis of memory the vouchers were prepared. No documents relating to the attendance of workman were maintained. It is against the practice and procedure both. Bank is a Government organization which is supposed to do every act relating to financial matters

and transactions in black and white. Vouchers, as per the contention of management were prepared on the basis of memory and the same were paid. As stated earlier in the ordinary course of nature, it is not believable that this practice was practically possible and legally adoptable by the institution like bank. It makes it clear that management has withheld the documents for the reasons known to it. Moreover, the statement of witness MW1 regarding daily charges register cannot be relied upon. It is a register which is maintained by every financial institution like bank for payment of wages to daily waged workers and other such contingencies. This is a permanent document which is never destroyed. This information is given by the management itself. It is the statement of witness of management that this document has also been destroyed. No order of the disciplinary authority or any other material has been placed on record by the management to prove that this document was destroyed. Meaning thereby, the management has withhold the documents lies in its custody relating to the services of the workman to prevent the workman exercising lawful rights accrued in his favour under the Industrial Disputes Act. Accordingly, adverse inference shall be taken. Now the question arise what should be the nature of adverse inference? In my view the nature of adverse inference shall be that this Tribunal will be bound to accept the contention of the workman that he worked continuously with the management and has completed 240 days of work in the preceding year from the date of his termination. This contention of the workman has also been corroborated by his witness of Sh. Karan Singh and independent witness and employee of the bank who has adduced in favour of the workman.

Moreover, the documents filed by the management itself proves that the workman has sometimes worked with the bank otherwise than the Water Carrier. This, it is held by this Tribunal that workman has continuously worked for eight years plus with the management of the bank and has completed 240 days of work in every preceding year including the year preceding to date of his termination.

The workman has also pleaded that his juniors were retained in services and in contravention of the provisions of Industrial Disputes Act, his services were terminated. He has also named certain persons. This Tribunal directed the management to provide the information regarding the services of Sh. Sandeep Kumar, Sh. Ashok Kumar, Sh. Bhupinder and Sh. Shravan Kumar. Full information have been given by the management regarding Sh. Bhupinder and Sh. Shravan Kumar, but the information regarding Sh. Sandeep Kumar and Sh. Ashok Kumar have not been provided. It is only mentioned in the letter that they were engaged through employment exchange, no other information was given. This Tribunal vide order dated 9-8-2010 directed the management to give information regarding the services such as date of appointment and present status of four daily waged worker named as

Sh. Sharavan Kumar, Sh. Ashok Kumar, Sh. Bhupinder and Sh. Sandeep. The management was also directed to file the service records relating to four persons and it was also ordered by the Tribunal that if management failed to file the documents, justification thereof has to be given to this Tribunal. Without giving any justification, no information regarding the service matters of 4 persons as directed by this Tribunal vide order dated 9-8-2010 was given. Incomplete and insufficient information were given reasons known to the management. It was nowhere mentioned by the witness of management that service records of these workers are not lying with the management. Accordingly, it is clear from the conduct of the management that the management has voluntarily withheld the documents relating to the services of these workmen. Accordingly, adverse inference shall also be taken and it shall be considered that the contention of the workman is true.

During the course of the argument learned counsel for the parties have relied upon certain principles laid down by the Hon'ble Apex Court. The management has relied upon the law laid down by the Hon'ble Apex Court in AIR 1994 Supreme Court 1638 Madhmik Shiksha Parishad U.P. Vs. Anil Kumar Mishra and AIR 1997 Supreme Court 6357 Himanshu Kumar Vidyarthi Vs. State of Bihar. On the other hand learned counsel for the management has relied upon and filed the law laid down by Hon'ble Apex Court in 2007(2) LLN 144 Supreme Court of India, Sh. Ram Industries Enterprises Vs. Mehak Singh.

I have gone through the law laid down by Hon'ble Apex Court in all the above mentioned judicial pronouncements. The law cited and relied upon by learned counsel for the management are on different facts. Hon'ble Apex Court in above mentioned judicial pronouncements relied upon by the learned for the management has discussed on the issue of nature and right of daily waged worker against any post. Hon'ble Apex Court has also discussed the issue relating to the right to regularization of service of daily waged worker. The issue before this Tribunal is not relating to right of regularization of service of daily waged worker. The issue before this Tribunal is relating to protection of right to work. This Tribunal is bound to follow the ratio of judgements of Hon'ble Apex Court with a daily waged worker has no right to post. He cannot seek the regularization of services. The regularization of services is exclusively within the domain of management as per the settled rules. This Tribunal has no jurisdiction to discuss the issue of regularization of services. But as stated earlier the issue before this Tribunal is protection of right to work and not the regularization of services.

Industrial Disputes Act protects the right of every person who has been engaged to work in any capacity by any enterprise. If the work is of perennial nature and is continuously available the services of a daily waged worker

cannot be terminated arbitrarily. Meaning thereby, Industrial Disputes Act also protects the rights against illegal termination of a daily waged worker. This Tribunal is not inclined to accept the contention of the management that a daily waged worker is not covered within the definition of workman as defined in Industrial Disputes Act. If any daily waged worker is appointed/engaged by the management and he has substantially worked with the department and has completed 240 days of work his services cannot be terminated arbitrarily.

It does not mean that management has no right to terminate the services of daily waged worker. Industrial Disputes act does not bar the termination but this Act which is a beneficiary legislation regulate the termination. It provides the mechanism to prevent the management for terminating the services of any daily waged worker against the provisions of the Act itself. Meaning thereby, if the services of daily waged workers are no more required and a daily waged worker has substantially worked with the management and has completed 240 days of work in the preceding year from the date of termination, his services can only be terminated by giving a month notice or by payment of wages in lieu of notice and without payment of lawful terminal dues as per the provisions of the Act. It is admitted case that workman was engaged as a daily waged worker and his services were terminated without giving a month notice or without payment of month wages in lieu of notice and without payment of lawful terminal dues. This makes the termination of workman illegal and void ab initio.

There is one more issue involved in this case. The workman has specifically contended that his juniors were retained in service. The workman has also named the juniors. This Tribunal vide order dated 9-8-2010 directed the management to provide complete information with details regarding the services of those persons but the management failed. Management partially provided the information. The management failed to provide the complete details of services of those persons named by the workman even by repeated direction of the Tribunal. Accordingly, as mentioned above, adverse inference has been taken. The nature of inference shall be that juniors to workman namely Sh. Sandeep Kumar and Sh. Ashok Kumar were retained in services. Both of the persons were doing the same work. This preposition has been corroborated by the witness of workman WW2. This also shows that the work to which the workman was engaged was of perennial nature. It was continuously available but reasons known to the management they have not complied with the provisions of Industrial Disputes Act. His services were terminated. Juniors were retained in service. Thus, on account of illegal termination, the only remedy in this case lies the reinstatement of workman on the same position he was working prior to his termination. It is hereby made clear once again that this Tribunal is passing this Award

to reinstate the workman on the position he was already working and this Award has no concern with the regularization of the services of the workman. As stated earlier these two issues are different and can be dealt with differently namely the protection of right to daily waged worker and regularization of their services.

Thus, the management is directed to reinstate the services of workman within one month from the date of publication of award. Accordingly this reference is answered. Let Central Government be approached for publication of award and thereafter file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 5 मई, 2011

का. आ. 1551.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 149/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2011 को प्राप्त हुआ था।

[सं. एल-12012/119/2002-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 5th May, 2011

S.O. 1551.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 149/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 4-5-2011.

[No. L-12012/119/2002-IR(B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING
OFFICER, CGIT-CUM-LABOUR COURT,
NAGPUR**

Case No. CGIT/NGP/149/2002 Date: 27th April, 2011

Party No. 1 :

The Asstt. General Manager,
State Bank of India, Region-I,
Zonal Office, S. V. Patel Marg,
Station Road,
Nagpur-440 001

Versus

Party No. 2 :

Shri Promod Ramaji Kewat,
R/o Saibaba Rice Mill,
Sendurwafa, Post : Sendurwafa,
Tah. Sakoli,
Dist. Bhandara (M.S.)

AWARD

(Dated : 27th April, 2011)

In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of State Bank of India, Region-I, Nagpur and their workman, Shri Promod Ramaji Kewat for adjudication, as per letter No. L-12012/119/2002-IR(B-I) dated 27-8-2002, with the following schedule :

"Whether the action of the management of the State Bank of India, Nagpur in terminating the services of the workman Shri Promod Ramaji Kewat w.e.f. 1-7-1999 is justified? If not, what relief the said workman is entitled to?"

2. On receipt of the reference, notices were issued to the parties to file their respective statement of claim and written statement, in response to which, the workman, Shri Pramod Ramaji Kewat ("the workman" in short) filed his statement of claim and the management of State Bank of India, Region-I, Nagpur ("the Party No. 1" in short) filed its written statement. The workman's case as depicted from the statement of claim is that he was appointed as a Messenger/Farash by order dated 15-4-1986 of the Assistant Manager of State Bank of India on temporary basis and worked upto 1995 with an unblemished service record and the Party No. 1 terminated his services w.e.f. 15-3-1995, as per orders dated 14-3-1995, without compliance of the provisions of Section 25-F of the Act and as such, he challenged the said order of termination before the Assistant Labour Commissioner (Central), Nagpur and there was a settlement between him and the Bank on 19-6-1996, under the provisions of Section 12(3) of the Act and it was agreed by the Bank to absorb him in the Bank with effect from 5-7-1996 and he agreed to forgo the back wages and other consequential benefits for the period, for which he had not worked on the principle of "No work, no pay" and the said settlement was duly signed by the Asstt. Labour Commissioner and the parties and the witnesses in Form "H" as provided under the Rules and in view of such settlement, he was appointed by the Bank in Sakoli Branch by order dated 24-6-1996 and accordingly he worked in the said branch and while working as such, he received a communication dated 28-9-1998 from the management of the Bank regarding the termination of the settlement dated 19-6-1996 and thereafter vide termination order dated 30-6-1999, his services were

terminated w.e.f. 1-7-1999, stating the ground for such termination to be due to lapse of the Bi-partite Settlement between the management of State Bank of India and the Staff Federation of the Bank w.e.f. 31-3-1997, which was not binding on him and the management is engaging new workers and as per the settlement dated 19-6-1996, he is entitled for the work and as per the order of Central Govt. Industrial Tribunal in reference case No. 191/2000 dated 12-9-2001, the management retained one Shri Naresh Jindal Rangari, who was junior to him. The workman has prayed for his reinstatement in service with continuity and back wages, with 18% interest and consequential benefits.

3. The Party No. 1, in its written statement has pleaded inter-alia that the workman had filed writ petition No. 2400/1999 before the Hon'ble High Court of Judicature at Bombay, Bench at Nagpur challenging the termination order dated 30-6-1999 and the Hon'ble Court dismissed the writ petition on 28-7-1999 and then, the workman filed Letter Patent Appeal No. 159/1999 but the same was also rejected on 18-12-2000 and after dismissal of the writ petition and letter patent Appeal nothing survives and some other workmen standing on the same footing had challenged similar identical notice on similar grounds but the Hon'ble Court did not grant any relief to them and rejected their petition and the workman having failed before the Hon'ble Court cannot challenge the termination orders before this Tribunal. It is further pleaded by the Party No. 1 that the termination of settlement dated 19-6-1996 by notice dated 28-9-1998 and notice of termination of service dated 30-6-1999 are as per the provisions of the Act and various Awards and Settlements in force and the Bank was not prevented under any of the provisions of law not to terminate the settlement dated 19-6-1996 and the services of the workman was terminated after following due procedure established by law and after payment of compensation as per law and the order of termination is legal and valid and there was a settlement on 17-11-1987 between the management of the Bank and Staff Federation of State Bank of India for providing permanent appoint to the eligible temporary/daily wagers/casual employees in the subordinate cadre in the Bank and the said settlement was modified/clarified vide settlements dated 27-10-1988, 9-1-1991 and 30-7-1996 and in terms of the conciliation proceedings held on 9-6-1995 before the Regional Labour Commissioner (Central) at Hyderabad, in partial modification of the earlier settlements, it was agreed that both the panels of temporary employees and daily wages/casual employees will be kept alive upto 31-3-1997 and the terms were incorporated in the settlement dated 13-7-1996 and the said settlements are binding on the parties and in view of the judgements of the Hon'ble Supreme Court, even if the workmen, who are not party to a settlement, if the settlement is just and fair, then it will be binding on all the workmen even if they were not party to the settlement and even if, settlement is not arising out of the conciliation

proceeding and as such, the workman has no case and in view of the said settlement, the Bank gave an advertisement in the newspaper calling upon all the eligible temporary employees to apply for permanent appointment in the subordinate cadre, and the workman in response to the said advertisement applied to the Bank and Bank's interviewed committee empanelled the eligible employees in the lists and the said panel prepared stood lapsed on 31-3-1997 as per the terms of the settlement and as such, the remaining employees named in the said panel could be considered by the Bank for permanent absorption in the services of the Bank and there was no further need of temporary employees, hence bank decided to discontinue all temporary employees and vide clause 12 of the settlement dated 17-11-1987, it was agreed between the Bank and the Federation that all the disputes raised by any person shall be deemed to have been settled by virtue of the settlement and the settlements with the Federation will prevail over the individual settlement and clause 10 of the settlement dated 17-11-1987, inter-alia, states that henceforth there will be no temporary appointment in the subordinate cadre, except for the post of sweeper and watchman and Government of India, Ministry of Finance, Department of Economics Affairs (Banking Division), vide its letter No. F-3/3/104/87-IR dated 16-8-1990 addressed to the Chief Executives of all Public Sector Banks, inter-alia, intimated that temporary appointments should be stopped and in such situations, if Bank would allow such temporary employees then it would be violation of said settlement attracting penal provisions against the Bank under Section 29 of the Act and besides that the same would be violation of Govt. of India directives. The Party No. 1 also denied the pleading made by the workman in the statement of claim and has further pleaded that the facts and circumstances of Rangari case are different from the case of the workman and the workman belongs to general category, whereas Rangari belongs to SC category and as such, the workman is not entitled for any relief.

4. Besides the documentary evidence, both the parties have led oral evidence. The workman has examined himself as a witness in support of his claim. One Shri Ajit Madhao Kunte has been examined as a witness from the side of the Party No. 1.

The workman in his evidence, which is on affidavit has reiterated the facts mentioned in the statement of claim. In his cross-examination, the workman has stated that he was interviewed in response to the advertisement published by the Bank, but he does not know, if it was as per settlement between union and the management and he was given the order of fresh temporary employee as per settlement and he had received the cheque of Rs. 18,353 alongwith the termination order.

The witness examined on behalf of the Party No. 1 also in his evidence has reiterated the facts mentioned in the written statement. However, in his cross-examination,

he has admitted that the workman was at serial No. 6 in the seniority list of 1996 and he is not aware of the reason as to why the workman was not absorbed though he was at serial No. 6 and Naresh Jindal Rangari and Kunjilal Besan were appointed by the Bank subsequent to the workman and they are retained by the Bank.

5. At the time of argument, it was submitted by the learned advocate for the workman that the evidence of the witness examined on behalf of the management has been fully demolished in the cross-examination, as he has admitted that Shri Naresh Jindal Rangari and Shri Kunjilal Bishan, who were juniors to the workman were retained by the Bank after the termination of service of the workman and he cannot say as to why the workman was not absorbed though his name was at Sl. No. 6 of the seniority list and the Bank without taking into consideration the 10 years of unblemished service of the workman, terminated him from service and the provisions of Section 25-F of the Act were not complied with at the time of termination of service and the settlement entered into by the Bank and the workman was a valid settlement and as such, the Bank could not have terminated the service of the workman and prior to the termination of service of the workman, permission of the Assistant Labour Commission or any other competent authority was not taken by the Bank and though the Bank terminated the service of the workman, engaged juniors and also new persons in the post of Messenger in violation of provisions of Section 25-H of the Act. In support of such contentions, reliance was placed on the decisions reported in 2010(3) Mh LJ-537 SC (Rameshkumar Vs State of Haryana and many others) to show that the service of the workman cannot be terminated without giving notice or compensation in lieu of the same in terms of Section 25-F, who had already completed 240 days of work in the preceding 12 months of the date of termination of service and once it is held that there was breach of Section 25-F, it necessarily follows that the order of termination was in violation of law and the workman is entitled for the reinstatement and back-wages.

6. On the other hand, it was submitted by the learned advocate for the Bank that notice was served on the workman regarding termination of settlement dated 19-6-1996 and the termination of service of the workman was after following due procedure established by law and after payment of compensation as per law and the notice for termination of service is legal and valid and the workman was duly considered by the Bank for permanent service in the Bank as per the settlement and the workman was interviewed for sub-staff post and was put up in waiting list, in view of the settlement between the State Bank of India and All India State Bank of Staff Federation and the workman worked purely in casual and temporary capacity intermittently on daily wages and not as per procedure for permanent staff and the initial appointment of the workman was by the Branch Manager, who has no

authority to appoint any person on permanent basis and the workman is not entitled for the reinstatement as held by the Hon'ble Apex Court in Himanshu Kumar Vidhyarthi Vs State of Bihar (AIR 1997 SC 3657) and the settlement between the Bank and the Federation are binding on the parties and so also the workman, in view of the judgements of the Hon'ble Apex Court has reported in AIR 97 SC 2334 (KCP Ltd. Vs Presiding Officer and others), AIR 95 SC 251 (Rampukar Singh Vs Heavy Engineering Corporation) and 1982 SCC L and S at pg. 1 (Tata Engineering and Locomotive Vs their workmen) and in the said judgements, the Hon'ble Apex Courts have held that even if the workmen, who are not party to the settlement if the settlement is just and fair, then it will be binding on all the workmen and even if the settlement is not arising out of the conciliation proceedings and the panel prepared in pursuance of the above settlement, stood lapse on 31-3-1997, as per terms of the said settlements and therefore, no person named in the same panel can be considered by the Bank for the permanent absorption in the Bank and having chosen to be governed by various settlements. The workman has no right to raise dispute again for appointment after expiry of the waiting list.

7. First of all, I will take up the submission regarding the filing of the writ by the workman before the Hon'ble Court. From the documents, it is found that the writ was filed by the workman and some others for taking action under Section 29 of the Act against the Bank and while deciding the writ, the Hon'ble Court have been pleased to mention that "As far as the aspect of maintainability and termination of the petitioner is left open". In view of such orders of the Hon'ble Court, I do not find any merit in the contention that after disposal of the writ, the workman is not entitled to raise the dispute.

8. It is not disputed by the parties that the workman started working with the Party No. 1 from the year 1986. However, it is found from the documents that the workman did not work continuously but work intermittently and his service was terminated w.e.f. 15-3-1995. It is also not disputed that the workman raised an Industrial Dispute before the Assistant Labour Commissioner and there was a settlement between the parties on 19-6-1996 and the parties signed the settlement in Form No. H as provided under the Rules. It is also not disputed that in view of such settlement, the workman was appointed at Sakoli Branch as per order of the Party No. 1 dated 24-6-1996. It is also not disputed that the Bank vide letter dated 28-9-1998 terminated the settlement and thereafter terminated the service of the workman, by order dated 30-6-1999 and the service of the workman was terminated w.e.f. 1-7-1999.

So far the submission made by the learned advocate for the workman regarding non-compliance of the provisions of Section 25-F is concerned, I find no force in the said contention and as such, with respect, I am of the view that the decision cited by the learned advocate for

the workman in that respect have no application in this case. The workman in his evidence has admitted that he received cheque for Rs. 18,353 alongwith the termination order. The order of termination shows that the workman was paid the said amount towards one month's salary in lieu of notice and also retrenchment compensation.

9. According to the Party No. 1, there was settlements between the Bank and the Federation of Employees of the Bank on 17-11-1987, 27-10-1988, 9-1-1991 and 13/30-7-1996 and in view of such settlements, waiting list of the temporary employees of the Bank were prepared by the committee constituted for the same and the committee after inviting applications from the eligible candidates prepared the list and the workmen also applied for his permanent appointment and after being interviewed, his name was enlisted in the waiting list and the waiting list remained in force till 31-3-1997 and as such, the remaining employees, whose names were in the list, but who were not absorbed in permanent basis, could not be appointed on permanent basis by the Bank and as their services were no more required, their services including the service of the workman were terminated. The copies of the above settlements have been marked as Exh. M-IV to M-VII respectively. According to the management, in view of the said settlements, the workman was not entitled for continuance in service and the terms of settlement are also binding on the workman. However, it is to be mentioned here that in spite of the settlements as per Exh. M-IV to M-VII, the Party No. 1 entered into the settlement with the workman on 19-6-1996 before the Assistant Labour Commissioner, Nagpur and also signed the settlement in the prescribed Form No. H. The terms of settlements agreed between the parties were that the workman will be engaged as a temporary full time Messenger/Farash/Waterman/Sweeper w.e.f. 25-6-1996 on continuous basis and the workman will not claim back-wages and the workman's seniority amongst the similar workmen is at Sl. No. 6 as per the seniority list enclosed with the settlement and which has been accepted by all concerned including both the parties and the temporary service rendered by the workmen will not be counted for any other purpose except for the purpose of seniority at the time of regularizing his service. It was also stipulated in the settlement entered into by Party No. 1 with the workman that both the parties will comply the terms and conditions of the settlement within 15 days from the date of settlement i.e. latest by 15-7-1996 and if nothing is heard, then it will be treated the settlement to have been complied with. In view of such settlement, the workman was appointed by the Party No. 1 at Sakoli branch and he joined the service on 24-6-1996. So, it is clear from the documents on record that the settlement entered into by the workman and the Party No. 1 was acted upon on 24-6-1996 itself. The copy of the said settlement has been marked as Exh. W-XVI from the side of the workman. It is clear from the materials on record that in spite of the settlements, as per Exh. M-IV to M-VII, the

Party No. 1 entered into a specific settlement with the workman to appoint him in service and as such, it cannot be said that the settlements as per Exh. M-IV to M-VII are just and fair to the workman. Moreover, when the Party No. 1 entered into the settlement with the workman, in spite of earlier settlements between the Bank and the Federation, the settlements between the Bank and the workmen will override the same. As the settlement entered into between the workmen and the Party No. 1 was already acted upon on 24-6-1996 and in compliance to the same, the workman was already appointed, there was no question of termination of the said settlement. Hence, I find no force in the contentions raised by the Party No. 1 that the settlement dated 19-6-1996 was duly terminated.

10. The Party No. 1 has claimed that the name of the workman was enlisted in the list prepared by the committee and as the said list elapsed on 31-3-1997, the workman could not be absorbed on permanent basis and the workman was not allowed to continue in service. However, it is found that in spite of such claim by the Bank, the workman continued in service till 30-6-1999. Moreover, no such list was filed by the Bank to show that the name of the workman was enlisted in the said list. There is also no evidence to show as to how many names of the employees had been entered in the said list and the Sl. No. of the workman in the said list and how many employees out of that list were appointed permanently up to 31-3-1997. It is also necessary to mention here that the Party No. 1 in the order of termination of the service of the workman has mentioned that "the settlements entered into by the Bank with the staff federation lapsed on 31-3-1997 and as per the said settlement employees, who could not be absorbed on permanent service of the Bank would be liable to be terminated by 31-3-1997. However, due to local settlement referred to in the above Para, the temporary employees could not be terminated and at present, services of the temporary employees referred to above are no more required". The above facts as mentioned in the termination order clearly show that the Party No. 1 was also quite aware that in view of the settlement entered into by it with the workman, the terms of settlements entered by the Bank with the staff federation are not applicable to the workman. Hence I find no force in the contention raised by the learned advocate for the Bank that in view of the settlement with the staff federation by the Bank, the Bank was not in a position to continue the workman in service.

11. The witness examined on behalf of the Party No. 1 in his cross-examination has admitted that Shri Naresh Jindal Rangari and Shri Kunjilal Bishan were appointed subsequent to the workman and they were retained by the Bank. No doubt, the management witness has stated that Shri Rangari and Shri Bishan are from SC and ST category, but Party No. 1 has not produced any document or any other evidence to show that those two employees belong to SC and ST category and they were

appointed as per the Roster for ST and SC category employees. The workman has filed a list of Messengers alongwith the date of their appointment, working under the control of administrative office of Region-I, Nagpur, which has been obtained by him under the "Right to Information Act, 2005". On perusal of the said list, it is found that Shri Raut Shrikant Hemraj at Sl. No. 41 of the list was appointed as a Farash on 1-9-1997. Likewise, Smt. Dekate Vaishali at Sl. No. 89 was appointed as a Messenger on 9-3-2005. Shri Rangari NI was appointed as a Messenger, whose name at Sl. No. 4 in the list of employees of ABC (as mentioned in the list) was appointed on 6-12-2001. Shri Meshram Karuna Anand at Sl. No. 36 of the said list was appointed as a General Attendant on 14-11-2000. The above facts show that even after the termination of the service of the workman, the Bank, Party No. 1 appointed other employees in the Bank. In view of the peculiar facts and circumstances of the case, with respect, I am of the view that principles enunciated in the decisions cited by the learned advocate for the management have no application to the present case.

From the materials on record and the discussion made above, it is found that the termination of the service of the workman by the Party No. 1 w.e.f. 1-7-1999 is not legal and justify and the workman is entitled for reinstatement in service.

12. So far the payment of back-wages is concerned, it is found that the workman has not discharged the initial burden that he is not gainfully employed. Rather in his cross-examination, he has admitted that he is working as a labour and earning Rs. 600 to 700 per month. So, taking into consideration the above facts, it is held that the workman is not entitled for back wages. Hence, it is ordered :

ORDER

The action of the management of the State Bank of India, Nagpur in terminating the services of the workman, Shri Promod Ramaji Kewat w.e.f. 1-7-1999 is not justified. The workman is entitled for reinstatement in service with continuity. The Party No. 1, State Bank of India, Nagpur is directed to reinstate the workman in service with continuity within one month from the date of notification of the award in the official gazette. The workman is not entitled for back wages or any other relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 5 मई, 2011

का. आ. 1552.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण, नासिक के पंचाट (संदर्भ संख्या 18/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2011 को प्राप्त हुआ था।

[सं. एल-12012/522/98-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 5th May, 2011

S.O. 1552.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 18/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Nashik as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 29-4-2011.

[No. L-12012/522/98-IR(B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI A. S. GATTANI, PRESIDING
OFFICER, LABOUR COURT, NASHIK**

Ref. (I.D.A.) No. 18/1999

BETWEEN

State Bank of India,
Region-V Pune.
East Street, Pune-411001
Maharashtra.

Through the Regional Manager

..... First Party/Employer

AND

Shri Makrand Ganesh Tarte,
House No. 374, Tarte Wade,
Devdhar Lane, Raviwar Peth,
Nashik, Maharashtra

..... Second Party/
Workman

PRESENT:

Shri A. S. GATTANI, Judge.

APPEARANCES:

Shri C. A. Deolalkar, Advocate for First party/Employer

Smt. V. D. Karad, Advocate for Second party/Workman

AWARD

(22-2-2011)

This is a reference sent by the Government of India, through Ministry of Labour sent this reference to this Court under section 10 of Industrial Disputes Act, for adjudication on the demand of second party/workman. Schedule of reference is as under :

SCHEDULE

“Whether the claim of Shri Makrand Ganesh Tarte that he had worked as messenger-cum-peon from

1981 to 1996 in Ozhar branch in relation to Region-V of State Bank of India, Pune is true? If so, whether the action of management in terminating the services of said workman w.e.f. 1996 is justified? If not, what relief the workman is entitled to?”

2. After receipt of this reference, notices were issued to both parties. Thereafter second party/workman has filed statement of claim at Ex. U-2. It is contended by second party that he worked as messenger-cum-peon with first party Bank at Ozhar branch from 21-4-1981 to 4-7-1981 and again from 1981 to 1996 in that branch. Though he was given assurance that he will be made permanent, but he is not made permanent and his services were illegally terminated by first party bank. By amendment, it is contended that, he was working on permanent post, he worked for more than 240 days in 12 consecutive calendar months preceding date of termination. It is further contended that, more than 100 employees are working with the said Bank and hence Industrial Employment Standing Orders Act and model standing orders framed thereunder are applicable. The first party has not complied with provisions of 4 (D), (1) and (2) of model standing orders. It is further contended that second party is not paid retrenchment compensation and notice pay by first party at the time of termination of services and junior persons than the second party have been retained in service. Hence, it is violation of Section 25 F and G of Industrial Disputes Act, 1947. No seniority list is published as required under rule 81 of Industrial Disputes Act, 1947. Hence, the second party prayed for reinstatement with continuity of service and full back wages from the date of termination of services.

3. The first party resisted the claim of second party by filing written statement at Ex. C-5 contending that due to delay and latches, reference becomes infructuous and hence liable to be dismissed. It is contended that the second party never worked continuously for 240 days or more with the first party bank. As such it is not necessary to pay him notice pay or retrenchment compensation as provided in Section 25 F of Industrial Disputes Act. He was appointed for specific period as Messenger-cum-sweeper. There is Shastri Award which is settlement with State Bank of India Staff Federation by management. Last such settlement was entered into on 30-7-1996 to regularize the temporary workmen and that settlement was valid upto 31-3-1997 and then the said list of temporary employees is scrapped. In that list, second party was a wait list candidate. Since he is not absorbed till 31-3-1997, he has lost his claim in that list. By additional written statement, it is contended that, the second party never worked for years together continuously. There is no unfair labour practice committed by the bank. It is contended that submissions about applicability of model standing orders are misleading. It is also contended that there was no necessity to comply with the provisions of Section 25 F of the

Industrial Disputes Act. It is contended by the bank that termination of services by the bank does not amount to retrenchment. The bank also denied other submissions. There is no illegality committed by the bank. Hence, the bank prayed for dismissal of the reference with costs.

4. Taking into consideration the rival contentions of both parties, following issues have been framed by my learned predecessor considering rival pleadings. I have recorded my findings followed by reasons :

ISSUES	FINDINGS
1. Whether the first party bank proves that the Reference is not maintainable on account of the alleged delay ?	Yes.
2. Whether the concerned workman was employed as alleged ?	No.
3. Whether the termination of their services was legal and justified ?	Yes.
4. Whether the workman/second party is entitled to reinstatement with all Consequential benefits ?	No.
5. What award ?	As per final order.

REASONS

5. In support of his claim, the second party has filed his affidavit at Ex. U-13 stating relevant facts of the case. He is duly cross-examined on behalf of the first party. The first party Bank submitted that it does not want to examine any witness before this Court. The second party filed certificate of first party dated 14-10-1981 issued by Ozar branch stating that the second party worked from 21-4-1981 to 4-7-1981 for 75 days in that branch as messenger.

6. The Second party also filed an application calling for documents from the office of Assistant Labour Commissioner (Central) Pune i.e. demand notice, justification statement, reply of bank before the said authority. Accordingly, notice was issued to the Assistant Labour Commissioner (Central) Pune and accordingly, the second party workman by hand filed the copy of written say of the bank which is filed before the said authority in dispute raised by the second party/workman.

7. The first party filed copies of settlements dated 17-11-1987, 16-7-1988, 27-10-1988, 27-2-1988, 9-7-1991 and 30-7-1996 along with Ex. C-17 in Ref. IDA 1/1999 in the case of Shri R. B. Yeola. First party bank also filed certain documents in Ref. IDA 26/1999 which is a case of this bank and Shri Maind, copy of settlement dated 30-7-1996 including the list of ex-temporary employees of bank showing their number of days worked with the bank. The said document is filed along with Ex. C-5 in that case and it is marked as Ex. U-24.

8. I have heard arguments of Smt. Karad, the learned counsel appearing for second party/workman and Shri Deolalkar, learned counsel appearing for the first party. I have also gone through the statement of claim, written statement and documents filed by both the parties.

9. As to issue No. 1 : It is argued on behalf of second party that, the services of second party are terminated in 1996. Thereafter he made demand for reinstatement with continuity of service and back wages. The bank did not reinstate him, hence, he prayed that the demand be admitted into conciliation. The matter was before Assistant Commissioner of Labour (Central) Pune. Dispute was not settled and hence the Central Government referred the said dispute to this Court in the year 1999 and hence there is no delay in raising the dispute or referring the case for adjudication to this Court.

10. As against this it is argued on behalf of first party that, the reference deserves to be dismissed on the ground of delay and laches. It is further argued on behalf of the first party bank that after a lapse of many years from termination of services, present reference is sent to this Court for adjudication and as such, there is much delay, hence, reference deserves to be dismissed on the ground of delay itself. In support of said arguments, Shri Deolalkar placed reliance on the ruling of Hon. Madras High Court in the case of Management of Coimbatore District Consumers Cooperative Wholesale Stores Limited Vs. Presiding Officer, Labour Court, Coimbatore and R. Jagannathan reported in 2004 (2) LLN-1068 wherein it is held that, "it is not open to employees to raise dispute with glaring negligence and delay. Dispute raised is liable to be rejected on ground of delay alone."

11. In the case in hand, if schedule of reference is perused, there is no specific date of termination of services of the second party/workman. The schedule states that as to whether the claim of Shri Makrand Ganesh Tarate that he had worked as messenger-cum-peon from 1981 to 1996 in Ojhar branch in relation to Region V of State Bank of India, Pune is true? In the affidavit which the second party filed in lieu of oral evidence which is at Ex. U-13 it is stated him that he worked with the first party bank from 31-4-1989 and his services are terminated from 4-7-1989. In this regard it is to be noted that the date of appointment as stated by second party in affidavit as 31-4-1989 itself appears to be wrong because in April, there are only 30 days and not 31 as wrongly contended by second party.

12. The second party clearly admitted in cross-examination in para 13 that, he has filed the certificate dated 14-10-1981, according to which he only worked with the first party bank during the period from 21-4-1981 to 4-7-1981 for 75 days. It is further admitted by second party that, he has not filed any other documentary proof to show that he worked with the first party bank except the said period. Therefore from this fact it is clear that the

second party only worked with first party bank during period from 21-4-1981 to 4-7-1981 for 75 days. Apart from the said vital admission of second party, it also appears from application for amendment which is filed by second party in this Court on 22-2-2005, to which he also filed supporting affidavit on 22-2-2005 itself wherein it is stated by second party on page 4 of application for amendment that, "the workman is therefore entitled to reinstatement with continuity of service and full back wages and other consequential reliefs from the date of termination of services i.e. from 4-7-1981. It is to be noted that on page 2 of said application for amendment, it is also clearly stated by second party that, he was given appointment for the period from 21-4-1981 to 4-7-1981 in Ozar branch of first party bank. Therefore, it is clear that second party stated that his services were terminated from 4-7-1981. Thus, the said admission of second party in the application for amendment is corroborated by the certificate dated 14-10-1981 issued by first party which the second party filed on record wherein it is stated that the second party worked with first party bank from 21-4-1981 to 4-7-1981. Thus, from the certificate filed on record by second party wherein it is stated that he worked only from 21-4-1981 to 4-7-1981, the vital admission given by him in cross-examination wherein he stated that he only worked for 75 days during the period from 21-4-1981 to 4-7-1981 and which fact he also clearly stated in the application for amendment that he worked from 21-4-1981 to 4-7-1981, I have no hesitation to hold that, the services of second party were terminated from 4-7-1981.

13. From the record of this case, it is clear that this case is sent to this Court for adjudication by the Central Government, through Ministry of Labour by the order dated 19-3-1999. It is clear that the services of second party were terminated from 4-7-1981. If the period from 1981 to 1999 is concerned, it is a period of about 18 years. Therefore, it becomes clear that the present case is sent for adjudication to this Court after a period of about 18 years from the date of termination of services. Therefore, there is inordinate delay in making this reference.

14. In the case cited on behalf of bank i.e. Coimbatore District Consumers Cooperative Wholesale Stores Vs. Presiding Officer, & R. Jagannathan reported in 2004(2) LLN-1068 decided by Hon. Madras High Court, there was a delay of 10 years in raising the dispute. It is held that there is glaring negligence on the part of the concerned workman in that case. In the case in hand, there is delay of about 18 years. The workman has not given any explanation. Thus I have no hesitation to hold that first party proved the reference is not maintainable on the ground of delay and laches. Hence, I answer issue No. 1 in affirmative.

15. As to issue No. 2 & 3 together : Since it is held that this reference is not maintainable on the ground of delay and laches, it is at all not necessary to decide other

issues. However, even assuming for a moment that the reference is maintainable and it is not barred on the ground of delay and laches, it is clear from the documents filed on record, evidence of second party, application for amendment filed by second party that he only worked with first party bank during the period from 21-4-1981 to 4-7-1981 for 75 days. Therefore it cannot be said that he worked with the bank as alleged or that termination of his services is illegal or unjustified.

16. In sum, it is argued by Smt. Karad that, workman worked for more than 240 days & even then he was not given notice pay or retrenchment compensation at the time of termination of services. No provision of law is followed by first party bank while terminating the services of the workman and hence the said order of termination is required to be set aside and hence he is entitled to relief of reinstatement with continuity of service and back wages from the date of termination of his services. As against this, in sum, it is argued on behalf of first party that, second party workman was appointed for a limited period by first party bank. After the efflux of time, services of second party automatically stood terminated. Hence, the termination of services of second party is covered by Section 2(oo)(bb) of the Industrial Disputes Act and as such, it is not retrenchment within the meaning of law and that as he never worked for 240 days, there is no necessity to comply with provisions of Section 25F of the I.D. Act while terminating his services by the first party.

17. In support of his arguments, the learned counsel for first party has placed reliance on the following rulings :

- (1) Prakash Panduran Sawant Vs. Punjab and Sind Bank reported in 2007 LLR-1077 (Bombay High Court).
- (2) Ganga Kisan Sahakari Chinni Mills Ltd. Vs. Jalvir Singh reported in 2007 LLR-1260 (Supreme Court).
- (3) G.M. Tanda Thermal Power Project Vs. Jai Prakash Srivastava reported in 2008 LLR-30 (Supreme Court)
- (4) Award on the Industrial Disputes between certain Banking Companies and Their workmen, which is popularly known as Shastri Award.
- (5) G. Mahadav Rao and Others Vs. State Bank of India, OJC No. 9039 of 1997 and others, decided by Hon. Orissa High Court, Cuttack on 18-9-1998.
- (6) Decision of Their Lordships of Hon. Supreme Court in G. Madhav Rao Vs. State Bank of India and Others wherein the above decision of Hon. Orissa High Court, Cuttack is challenged.

- (7) Veer Kunwar Singh University Ad-hoc Teachers Association and others Vs. Bihar State University Service Commission reported in 2007 (114)FLR-423
- (8) Umakant Patnayak and others Vs. Management, Gaiety Cinema reported in 2003 III CLR-674.
- (9) Secretary, State of Karnataka & others Vs. Umadevi and others reported in 2006 II LLJ-722 (Supreme Court).

18. I have gone through the statement of claim filed by second party/workman, amendment sought in statement of claim, written statement as well as additional written statement filed on record by the first party/bank. I have also gone through the documents filed on record. I have also gone through oral evidence of second party/workman and his cross examination. I have also heard the arguments for both the parties. I have also gone through the rulings cited on behalf of first party/bank. Thus, from the certificate filed on record by second party wherein it is stated that he worked only from 21-4-1981 to 4-7-1981, the vital admission given by him in cross-examination wherein he stated that he only worked for 75 days during the period from 21-4-1981 to 4-7-1981 and which fact he also clearly stated in the application for amendment that he worked from 21-4-1981 to 4-7-1981, I hold that he only worked for 75 days from 21-4-1981 to 4-7-1981.

19. Taking into account statement of claim, amendment thereof, written statement of bank, documents filed on record by both parties, the oral evidence of second party/workman and more particularly the vital admissions given by second party in cross examination, I hold that second party/workman has not proved that he worked with first party/bank as alleged. In the light of record & taking into consideration the vital admissions given by second party/workman, it cannot be said that he worked for 240 days in 12 months preceding the date of termination. Since the second party failed to prove that he worked for more than 240 days in 12 months preceding the date of termination, it was not at all necessary for the first party/bank to comply with the provisions of section 25F of Industrial Disputes Act, 1947 i.e. payment of notice pay and retrenchment compensation to second party.

20. In the light of vital admissions given by the workman during his cross examination and the certificates of working days filed on record by the second party, I have no hesitation to hold that the appointment of second party/workman was for specific period and after efflux of that period, the said appointment automatically came to an end and as such, it is not retrenchment as it is excluded from definition of retrenchment as given in section 2(oo) of the Industrial Disputes Act, 1947. Thus taking into consideration the statement of claim, written statement filed by first party, documents filed on record, evidence of

second party, arguments advanced by both the counsels for parties, the rulings cited on behalf of bank, I hold that the workman has failed to prove that he worked with first party as alleged and that the termination of services of second party is neither illegal nor unjustified. Hence, I hold that the termination of services of second party/workman is legal and justified. Hence, I answer issue No. 2 in negative and issue No. 3 in the affirmative.

21. As to issue No. 4 : I have held that the action of first party/bank in terminating the services of second party/workman is neither illegal nor unjustified. Hence, I have held that the said termination of second party is legal and justified. Since termination of second party is held legal and justified, second party/workman is not entitled to any relief including reinstatement or back wages. Hence, I answer issue No. 4 in the negative.

22. In the result, I pass following order :

ORDER

It is declared that second party/workman is not entitled to any relief including reinstatement with continuity of service or back wages as the said termination of his services is legal and justified. Award be sent for publication to the Central Government.

Nashik
Date : 22-2-2011

A.S. GATTANI, Presiding Officer

नई दिल्ली, 5 मई, 2011

का. आ. 1553.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नासिक के पंचाट (संदर्भ संख्या 26/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2011 को प्राप्त हुआ था।

[सं. एल-12012/49/1998-आई आर(बी-1)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 5th May, 2011

S.O. 1553.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 26/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Nashik as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India and their workman, received by the Central Government on 29-4-2011.

[No. L-12012/49/1998-IR(B-1)]
RAMESH SINGH, Desk Officer

ANNEXURE**BEFORE SHRI A. S. GATTANI, PRESIDING
OFFICER, LABOUR COURT, NASHIK**

Ref. (I.D.A.) No. 26/1999

BETWEEN

State Bank of India,
Region-V, Pune.
East Street, Pune-411001
Maharashtra.
Through the Regional Manager.
..... First Party/Employer

AND

Shri Dnyaneshwar Pandit Maind,
R/o Sambhaji Chowk, Shinde Galli, Ozar,
Taluka : Niphad, District : Nashik,
Maharashtra. Second Party/Workman

PRESENT :

SHRI A. S. GATTANI, Judge.

APPEARANCES :

Shri C. A. Deolalkar, Advocate for First party/Employer

Smt. V. D. Karad, Advocate for Second party/Workman

AWARD

(22-2-2011)

It appears from the record that, the Government of India, through Ministry of Labour sent this reference to this Court under Section 10 of Industrial Disputes Act, 1947 for adjudication as to whether the action of the management of State Bank of India, Region Pune in terminating the services of Shri Dnyaneshwar Pandit Maind is legal and justified? If not, to what relief the said workman is entitled to ?

2. After receipt of this reference, notices were issued to both parties. Thereafter second party/workman has filed statement of claim at Ex. U-2. It is contended by second party that he worked as messenger-cum-peon with first party/Bank at Nashik branch from 29-6-1986 to 23-12-1997. Though he was given assurance that he will be made permanent, but he is not made permanent and his services were illegally terminated by first party bank. It is further contended that notice was sent through Advocate to first party on 27-6-97. After receipt of that notice, the first party sent letter directing to terminate services of second party. Then second party along with other workmen filed Writ Petition No. 20972/1997 in Bombay High Court and prayed for the relief not to terminate the services of second party. Initially the High Court granted ex parte stay. However, after hearing the High Court directed the second party to approach before the Lower

Court for seeking reliefs. Then the second party along with other workmen filed Complaint (ULP) No. 681/1997 in the Industrial Court, Nashik. The Industrial Court, Nashik initially granted interim stay directing first party not to terminate the services of second party. After hearing both parties, the Industrial Court also came to the conclusion that it is having no jurisdiction to entertain that complaint, hence, second party withdrew that complaint on 22-12-1997. After withdrawal of that complaint, the first party terminated services of second party from 23-12-1997. It is contended that the said termination of second party is illegal and unjustified. Hence, it is liable to be set aside & second party is entitled to reinstatement with continuity of services and full back wages.

3. By amendment, it is contended by second party that, he was working on permanent post, he worked for more than 240 days in 12 consecutive calendar months preceding date of termination. It is further contended that, more than 100 employees are working with the said Bank and hence Industrial Employment Standing Orders Act and model standing orders framed thereunder are applicable. The first party has not complied with provisions of Sec. 4 (D), (1) and (2) of model standing orders. It is further contended that second party is not paid retrenchment compensation and notice pay by first party at the time of termination of services and junior persons than the second party have been retained in service. Hence, it is violation of Section 25F & G of Industrial Disputes Act, 1947. No seniority list is published as required under rule 81 of Industrial Disputes Act, 1947. Hence, the second party prayed for reinstatement with continuity of service and full back wages from the date of termination of services.

4. The first party resisted the claim of second party by filing written statement at Ex. C-3 contending that due to delay and laches, reference becomes infructuous and hence liable to be dismissed. It is contended that the second party never worked continuously for 240 days or more with the first party/bank. As such it is not necessary to pay him notice pay or retrenchment compensation as provided in Section 25 F of Industrial Disputes Act. He was appointed for specific period as Messenger-cum-sweeper. There is Shastry Award which is settlement with State Bank of India Staff Federation by management. Last such settlement was entered into on 30-7-1996 to regularize the temporary workmen and that settlement was valid upto 31-3-1997 and then the said list of temporary employees is scrapped. In that list, second party was a wait list candidate. Since he is not absorbed till 31-3-1997, he has lost his claim in that list. By additional written statement, it is contended that, the second party never worked for years together continuously. There is no unfair labour practice committed by the bank. It is contended that submissions about applicability of model standing orders are misguiding. It is also contended that there was no necessity

to comply with the provisions of Section 25 F of the Industrial Disputes Act. It is contended by the bank that termination of services by the bank does not amount to retrenchment. The bank also denied other submissions. There is no illegality committed by the bank. Hence, the bank prayed for dismissal of the reference with costs.

5. Following issues have been framed by my learned predecessor considering rival pleadings. I have recorded my findings followed by reasons :

ISSUES	FINDINGS
1. Whether the first party/bank proves that the Reference is not maintainable on account of the alleged delay ?	No
2. Whether the concerned workman was employed as alleged ?	No
3. Whether the termination of their services was legal and justified ?	Yes
4. Whether the workman/second party is entitled to reinstatement with all Consequential benefits ?	No.
5. What award ?	As per final order.

REASONS

6. In support of his claim, the second party has filed his affidavit at Ex. U-8 stating relevant facts of the case. He is duly cross-examined on behalf of the first party. The first party/Bank submitted that it does not want to examine any witness before this Court. Order to termination of second party is filed on record which is dated 23-12-1997 wherein it is stated that the services of second party are no longer required as there is no work available.

7. The Second party also filed an application calling for documents from the office of Assistant Labour Commissioner (Central), Pune i.e. demand notice, justification statement, reply of bank before the said authority. Accordingly, notice was issued to the Assistant Labour Commissioner (Central), Pune and accordingly, the second party/workman by hand filed the copy of written say of the bank which is filed before the said authority in dispute raised by the second party/workman. The first party filed copies of settlements dated 17-11-1987, 16-7-1988, 27-2-1988, 9-7-1991 and 30-7-1996 along with Ex. C-17 in Ref. IDA 1/1999 in the case of Shri R. B. Yeola.

8. First party/bank also filed certain documents in Ref. IDA 26/1999 which is a case of this bank and Shri Maind, copy of settlement dated 30-7-1996 including the list of ex-temporary employees of bank showing their number of days worked with the bank. The said document is filed along with Ex. C-5 in that case and it is marked as Ex. U-24. I have heard arguments of Smt. Karad, the learned counsel appearing for second party/workman and

Shri Deolalkar, learned counsel appearing for the first party. I have also gone through the statement of claim, written statement and documents filed by both the parties.

9. As to issue No. 1 : It is argued on behalf of second party that, the services of second party are terminated on 23-12-1997. Thereafter he made demand for reinstatement with continuity of service and back wages. The bank did not reinstate him, hence, he prayed that the demand be admitted into conciliation. The matter was before Assistant Commissioner of Labour (Central), Pune. Dispute was not settled and hence the Central Government referred the said dispute to this Court in the year 1999 and hence, there is no delay in raising the dispute or referring the case for adjudication to this Court.

10. As against this it is argued on behalf of first party that, the reference deserves to be dismissed on the ground of delay and laches. It is further argued on behalf of the first party/bank that after a lapse of many years from termination of services, present reference is sent to this Court for adjudication and as such, there is much delay, hence, reference deserves to be dismissed on the ground of delay itself. In support of said arguments, Shri Deolalkar placed reliance on the ruling of Hon. Madras High Court in the case of Management of Coimbatore District Consumers Cooperative Wholesale Stores Limited Vs. Presiding Officer, Labour Court, Coimbatore and R. Jagannathan reported in 2004 (2) LLN-1068 wherein it is held that, "it is not open to employees to raise dispute with glaring negligence and delay. Dispute raised is liable to be rejected on ground of delay alone."

10. In the case in hand, if schedule of reference is perused, there is no date of termination of services of the second party/workman. In the affidavit which the second party filed in lieu of oral evidence, it is stated by him that, he worked with the first party bank till 22-12-1997 and his services have been terminated by first party bank from 23-12-1997. Thus, it is clear that the date of termination in this case is 23-12-1997. From the order of reference it is clear that though the said order is dated 10-5-1999 issued by Central Government of India, but it is clear that prior to that the case of the workman was pending before relevant authorities i.e. Assistant Labour Commissioner (Central), Pune and then Regional Labour Commissioner (Central), Mumbai for some time. In the case cited on behalf of bank i.e. Coimbatore District Consumers Co-operative Wholesale Stores Limited Vs. Presiding Officer, Labour Court, Coimbatore and R. Jagannathan reported in 2004 (2) LLN-1068 decided by Hon. Madras High Court, there was a delay of 10 years in raising the dispute. Therefore, it is held that there is glaring negligence on the part of the concerned workman in that case. In the case in hand, there is no such glaring negligence. Hence, said ruling of Hon. Madras High Court cannot be said to be applicable to the facts of the present case.

12. Thus, considering facts of this case, I hold that, first party bank has not proved that the reference is not maintainable on ground of delay and latches. I therefore hold that there is no substance in the said allegations of the first party that reference is not maintainable on the ground of delay and latches. Hence, I answer issue No. 1 in negative.

13. As to issue Nos. 2 and 3 together : It is argued on behalf of second party by Smt. Karad, the learned Advocate appearing for second party that, the second party worked with the first party bank for more than 240 days as messenger. He stated the fact of his employment with first party bank on affidavit which is filed in lieu of oral evidence before this Court. The first party bank has not adduced oral evidence in this case. Though the second party has been duly cross-examined on behalf of bank, the said cross-exam. is of no help to the bank.

14. It is further argued that the work for which he was appointed by the bank is of permanent nature. Hence, first party bank should have made him permanent in service, but instead of making him permanent in service, he is illegally terminated. While terminating the services of second party, no opportunity of being heard is given to him. The provisions of retrenchment i.e. Section 25 F of Industrial Disputes Act, 1947 have not been followed by the first party as second party is not paid any notice pay or retrenchment compensation at the time of termination.

15. The ld. counsel Smt. Karad appearing for second party further argued that, while terminating the services of second party, junior persons have been retained and as such, it is breach of the principle of last come first go. The seniority list of employees of first party bank is also not published as required under rule 81 of the I.D. Bombay Rules. Permission of Government is also not obtained prior to terminating services of second party. It is further argued that though it was binding on the bank to maintain a seniority list of temporary employees as per provisions of the model standing orders, it is not maintained and as such, second party workman is being deprived of his rights and hence, the first party also committed the breach of the provisions of Model Standing Orders. Smt. Karad Advocate for second party further argued that termination of services of second party is by way of unfair labour practice. It is further argued that, as per Shastri Award, first party bank should have absorbed second party in permanent service, but that is also not done by the bank.

16. It is further argued that though the work was of permanent nature, second party was intentionally issued orders from time to time, so as to deprive him from getting benefits of permanent employment. It is further argued that before the Assistant Commissioner of Labour (Central) Pune, first party bank has wrongly shown working days of second party because in that chart less working days of second party have been shown with mala fide intention.

17. It is further argued that no provision of law is followed before terminating the services of second party. The termination of services is illegal and unjustified. Hence, the said termination cannot be termed as legal, proper or justified. Thus, act of terminating the services of second party is required to be set aside and therefore, he is entitled to reinstatement with continuity of service and full back wages from the date of termination along with other consequential benefits.

18. As against this, it is argued on behalf of first party that, second party workman was appointed for a limited period by first party bank. After the efflux of time, services of second party automatically stood terminated. Hence, the termination of services of second party is covered by Section 2(oo)(bb) of the Industrial Disputes Act and as such, it is not retrenchment within the meaning of law. Hence, the provisions of retrenchment are not applicable in the facts of the present case. As such, it was not at all necessary to pay notice pay or retrenchment compensation to the second party/workman while terminating services.

19. It is further argued on behalf of first party that, the second party has also not worked for 240 days in 12 months preceding the date of termination. It is further argued that, as per contentions of second party, he served the bank upto 1996. Thereafter second party submitted that, he filed Writ Petition in the High Court and the High Court directed him and other workmen to approach before the Lower Court. Then he along with other workmen filed Complaint (ULP) No. 681/1997 before the Hon. Industrial Court, Nashik. Initially the Industrial Court, Nashik issued ex parte interim injunction, however, after hearing, the Hon. Industrial Court came to conclusion that it has no jurisdiction to try or entertain the said complaint, hence, the complainant withdrew that complaint on 22-12-1997. It is thus argued on behalf of first party that after July 1997, he worked with first party as directed by Hon. Industrial Court, Nashik, therefore, the said period cannot be considered as working days of second party with the first party.

20. It is further argued that copy of settlement dated 30-7-96 is filed in Ref. IDA 26/1999 in the case of Shri D. P. Manid at Ex. U-24 and along with that document, one annexure is filed showing the number of working days of concerned workman with first party bank from which it is clear that he has not worked for 240 days with the first party bank.

21. It is further argued that appointment of second party was not made on regular post. It was illegal appointment and as it is back door entry. It is further argued that, burden of proof to show that the concerned workman worked for more than 240 days with employer in 12 months preceding the date of termination of service, lies on the concerned workman. In the present case, the said burden

is not discharged by the second party workman. It is further argued on behalf of the first party that, when person is appointed for temporary period and that too fixed period, after efflux of time of such appointment, that appointment automatically stands terminated, hence, it is not retrenchment but that case is governed by provisions of Section 2 (oo)(bb) of Industrial Disputes Act, 1947. In such case, the provisions of Section 25 F of I.D. Act will not be made applicable. It is further argued that as appointment of second party was for certain period and that too for certain exigency, it is not proper appointment. Hence, he is not entitled to any benefits such as permanency etc.

22. It is further argued that, this Court cannot travel beyond the scope of reference which is sent for adjudication to this Court by the appropriate Government. It is further argued that there is no illegality or unfair labour practice committed by the first party bank. As such, second party is not entitled to any relief as prayed. Hence, the reference is required to be dismissed.

23. In support of his arguments, the learned counsel for first party has placed reliance on the following rulings :

- (1) Prakash Panduran Sawant Vs. Punjab and Sind Bank reported in 2007 LLR-1077 (Bombay High Court) wherein it is held that, "when the peons in a bank have been engaged on fixed term basis, their termination from services will not amount to retrenchment even if they have worked for more than 240 days in the last calendar year since such terminations are excluded by clause (bb) of the definition of retrenchment under Section 2(oo) of the Industrial Disputes Act".
- (2) Ganga Kisan Sahakari Chinni Mills Ltd. Vs. Jalvir Singh reported in 2007 LLR-1260 (Supreme Court) wherein it is held that, "burden of proof to have been worked for 240 days in the preceding 12 months of the termination lies upon the workman and not on employer".
- (3) G. M. Tanda Thermal Power Project Vs. Jai Prakash Srivastava reported in 2008 LLR-30 (Supreme Court) wherein it is held that, "merely that the workers engaged for some work that too by an officer but not by the Appointing Authority have worked for 240 days, that will not provide them job security that their services could not be terminated without retrenchment compensation and one month's notice pay".
- (4) Award on the Industrial Disputes between certain Banking Companies and Their

workmen, which is popularly known as Shastry Award.

- (5) G. Madhav Rao and Others Vs. State Bank of India, OJC No. 9039 of 1997 and Others, decided by Hon. Orissa High Court, Cuttack on 18-9-1998 wherein the petitioners prayed for a direction to the State Bank of India and its functionaries to give them appointment in the post of Messengers. In those petitioners, the validity of select list came to an end on 31-3-1997, which is just like Shastry Award in the present case, on which reliance is placed on behalf of second party/workman in this case. In the petitions, the Hon. High Court of Orissa, Cuttack held that petitioners are not entitled to get any relief and accordingly those petitions are dismissed.
- (6) Decision of Their Lordships of Hon. Supreme Court in G. Madhav Rao Vs. State Bank of India and Others wherein the above decision of Hon. Orissa High Court, Cuttack is challenged. It appears that the Hon. Supreme Court dismissed the said Special Leave Petition on merits.
- (7) Veer Kunwar Singh University Ad-hoc Teachers Association and Others Vs. Bihar State University Service Commission reported in 2007 (114) FLR-423 wherein it is held that, the appointment on the temporary basis without following the procedure provided under the Act shall not exceed a period of six months.
- (8) Umakant Patnayak and others Vs. Management, Gaiety Cinema reported in 2003 III CLR-674 in which it is held that, the Labour Court cannot travel beyond the reference made to it for adjudication.
- (9) Secretary, State of Karnataka and Others Vs. Umadevi and Others reported in 2006 II LLJ-722 (Supreme Court) wherein it is held that, any recruitment to State Service is to be governed by rules, constitutional and statutory. Similarly, casual/daily rated workers in Government and local bodies are not entitled to relief of absorption in regular service or parity of pay with regular employees. Further if and when sanctioned posts filled, said daily wagers were to be allowed to complete, waiving age restriction and giving weightage for their past work in department.

24. I have gone through the statement of claim filed by second party/workman, amendment sought in statement of claim, written statement as well as additional written

statement filed on record by the first party bank. I have also gone through the documents filed on record. I have also gone through oral evidence of second party/workman and his cross-examination. I have also heard the arguments for both the parties. I have also gone through the rulings cited on behalf of first party/bank.

25. In the statement of claim, it is contended by second party that, he worked with first party bank at Nashik branch from 29-6-1986 to 23-12-1997. By way of amendment, it is contended by second party that he worked with first party at Nashik branch from 15-8-1986 to 14-8-1987, 15-8-1987 to 14-8-1988, 15-8-1988 to 14-8-1989, 15-8-1989 to 14-8-1990, 15-8-1990 to 14-8-1991, 14-5-1991 to 14-8-1992, 15-8-1992 to 14-8-1993, 15-8-1993 to 14-8-1994, 15-8-1994 to 14-8-1995, 15-8-1995 to 14-8-1996, 15-8-1996 to 14-8-1997 and 15-8-1997 to 18-12-1997. These facts go to show that second party/workman gave different dates of working with first party in the statement of claim and amendment.

26. It is to be noted here that in the schedule of reference, there is no date of termination of second party stated by concerned authority. In the affidavit which the second party has filed in lieu of oral evidence, he has disclosed the date of termination of his services as 23-12-1997. Since the second party has submitted on oath that, first party terminated his services from 23-12-1997, it is required to be seen as to whether the second party has worked for 240 days in 12 months preceding to his termination on 23-12-1997.

27. It is to be noted that, the second party has clearly admitted in para 13 of his cross-examination that, he has not filed the order of appointment for the period from 15-8-1986 to 23-12-1997. He admitted that first party bank issued him order of termination dated 23-12-1997 which he filed on record of this case. It is to be noted here that the second party himself contended in para 5 of statement of claim that, he served with the first party upto the year 1996. Then he further contended in para 13A of statement of claim that his Advocate sent notice on 27-6-1997 to the first party bank, then first party sent letter directing to terminate services of second party, hence, along with other workmen, he filed Writ Petition No. 20972/1997 before the Hon. High Court at Bombay wherein the Hon. High Court was initially pleased to grant ex parte interim stay and after hearing, the Hon. High Court directed to approach before the Lower Court. He further contended that, thereafter he along with others filed Complaint (ULP) No. 681/1997 in the Hon. Industrial Court, Nashik. Initially the Hon. Industrial Court was pleased to grant ex parte interim stay. After hearing both parties, the Industrial Court came to the conclusion that it has no jurisdiction to try or entertain that complaint, hence, second party withdrew the said complaint on 22-12-1997. These facts clearly go to show that the period from July 1997 to 23-12-1997 during which though second party

worked with first party bank, but he worked during that period not as per orders of the Bank, but due to the interim stay granted by the Hon. Bombay High Court and later on by the Hon. Industrial Court, Nashik.

28. Taking into consideration the vital admissions given by the second party in his cross-examination, it cannot be said that second party workman worked with first party bank as alleged in the statement of claim. Further in the statement of claim and in amendment sought therein, the second party workman has given different period of his working. Therefore, it is clear that there are contradictions in the period of working submitted by second party workman. It is already observed by me in the above para, that the working of second party with first party bank during the period from July 1997 to 23-12-1997 is as per the orders of the Hon. High Court, Bombay and Industrial Court, Nashik. Since during that period, second party was working as per directions of Hon. High Court and Industrial Court, Nashik, it was not at all necessary to comply with the provisions of Section 25F of Industrial Disputes Act, 1947 i.e. notice pay and retrenchment compensation.

29. As stated above, first party in Ref. IDA 26/1999 in the case of Shri D. P. Maind has filed copy of settlement dated 30-7-1996 at Ex. U-24. Along with said Ex. U-24, first party filed a chart showing the name of concerned workman and number of days he worked with the first party bank. In that chart, name of second party workman is at Sr. No. 64 and number of working days are shown against his name as 87.

30. Taking into consideration, statement of claim, amendment thereof, written statement of bank, documents filed on record by both parties, the oral evidence of second party workman and more particularly the vital admissions given by second party in cross-examination, I hold that second party workman has not proved that he worked with first party bank as alleged.

31. In the light of ruling of Hon. Supreme Court in the case of Ganga Kisan Sahakari Chinni Mills reported in 2007 LLR-1260 (cited supra by first party), burden of proof to have worked for 240 days in the preceding 12 months of the termination of services lies upon the workman and not on the employer. Taking into consideration the pleadings, evidence and documents on record, I am of the view that the second party workman has not discharged said burden of proof to have worked for 240 days in the preceding 12 months of termination of services. It is already observed that, since during period from July 1997 to 23-12-1997, second party was working as per directions of Hon. High Court and Industrial Court, Nashik, it was not at all necessary to comply with the provisions of Section 25 F of Industrial Disputes Act, 1947 i.e. payment of notice pay and retrenchment compensation to second party workman.

32. As observed above, second party has not filed appointment order on record and he only filed order of termination issued to him by the first party bank on 23-12-1997. I have already quoted vital admissions given by second party workman in his cross-examination. The date of termination as stated by second party workman is 23-12-1997 as stated by him in affidavit.

33. Thus, it becomes clear that there is no document filed on record to show that the second party worked with first party bank from the period from 1986 to 1996 as alleged in the statement of claim. The period from July 1997 to 23-12-1997 is as per the orders of the Hon. Bombay High Court and Industrial Court, Nashik. In the light of said record, & taking into consideration the vital admissions given by second party workman, it cannot be said that he worked for 240 days in 12 months preceding the date of termination as per orders of the first party bank.

34. Since the second party failed to prove that he worked for more than 240 days in 12 months preceding the date of termination as per orders of the first party bank, and as he worked during period from July 1997 to 23-12-1997 as per orders of Hon. Bombay High Court and Industrial Court, Nashik, it was not at all necessary for the first party bank of comply with the provisions of Section 25 F of Industrial Disputes Act, 1947 i.e. payment of notice pay and retrenchment compensation to second party.

35. As such, there is no substance in the contentions or arguments advanced by learned counsel Smt. Karad appearing for workman/second party that as no notice pay and retrenchment compensation is paid, termination of services of second party is illegal or unjustified. Moreover, nothing has been shown on behalf of second party as to how the termination of services is illegal or unjustified.

36. It is to be noted here that, the workman placed reliance on Shastri Award which is dated 30-7-1996 between the management of bank and federation of employees of bank. It is argued on behalf of second party that on the basis of said Award, the first party bank should have absorbed the second party in service. It is not in dispute that the said settlement was valid upto 31-3-1997. In this regard, it is to be noted that, similarly situated many workmen filed petitions before the Hon. High Court of Orissa, Cuttack i.e. OJC No. 9037 of 1997 and others.

37. It is to be noted that the said petitions are dismissed by the Hon. High Court of Orissa, Cuttack on 18-9-1998 holding that petitioners therein are not entitled to any relief, and later on when the said order of Hon. High Court of Orissa was challenged before their Lordships of Hon. Supreme Court in Special Leave Petition (C) 3081/1999, Their Lordships of Supreme Court also dismissed the said special leave petition and thereby order passed

by the Hon. High Court of Orissa, Cuttack is made absolute. Reliance is placed on behalf of the first party bank on the said ruling of Hon. High Court, Orissa and Hon. Supreme Court.

38. Taking into consideration, the facts of the present case and decision of the Hon. High Court of Orissa, Cuttack on which reliance is placed on behalf of first party bank, later on which decision has been confirmed by Their Lordships of Hon. Supreme Court on which also reliance is placed by the first party bank, there is no substance in the contentions or arguments advanced on behalf of second party that on the basis of settlement dated 30-7-1996, bank should have absorbed second party in service.

39. In the light of vital admissions given by the workman during his cross-examination and the certificates of working days filed on record by the second party, I have no hesitation to hold that the appointment of second party workman was for specific period and after efflux of that period, the said appointment automatically came to an end and as such, it is not retrenchment as it is excluded from definition of retrenchment as given in Section 2(oo) of the Industrial Disputes Act, 1947.

40. Thus taking into consideration the statement of claim, written statement filed by first party, documents filed on record, evidence of second party, arguments advanced by both the counsels for parties, the rulings cited on behalf of bank, I hold that the workman has failed to prove that he worked with first party as alleged and that the termination of services of second party is neither illegal nor unjustified. Hence, I hold that the termination of services of second party workman is legal and justified. Hence, I answer issue No. 2 in negative and issue No. 3 in the affirmative.

41. As to issue No. 4 : I have held that the action of first party bank in terminating the services of second party workman is neither illegal nor unjustified. Hence, I have held that the said termination of second party is legal and justified. Since termination of second party is held legal and justified, second party workman is not entitled to any relief including reinstatement or back wages. Hence, I answer issue No. 4 in the negative. In the light of above discussion, I proceed to pass following order :

ORDER

It is declared that second party workman Shri D.P. Maind is not entitled to any relief including reinstatement with continuity of service or back wages as the said termination of his services is legal and justified. Award be sent for publication to the Central Government.

Nashik,
Date : 22-2-2011

A. S. GATTANI, Presiding Officer

नई दिल्ली, 5 मई, 2011

का. आ. 1554.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल एफ. सी. आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1399/08, 1406/08, 1417/08, 1425/08, 1427/08, 1429/08, 1430/08, 1433/08, 1435/08, 1438/08, 1441/08, 1445/08, 1449/08, 1452/08, 1454/08, 1455/08, 1458/08, 1465/08, 1468/08, 1469/08, 1473/08, 1475/08, 1477/08, 1480/08, 1481/08, 1484/08, 1491/08, 1492/08, 1505/08, 1506/08, 1508/08, 1509/08, 1510/08, 1511/08, 1512/08, 1513/08, 1515/08, 1516/08, 1517/08, 1518/08, 1526/08, 1527/08, 1532/08, 1533/08, 1537/08, 1539/08, 1544/08, 1548/08, 1551/08, 1553/08, 1556/08, 1558/08, 1559/08, 1560/08, 28/09, 32/09, 33/09, 36/09 और 39/09) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-5-2011 को प्राप्त हुआ था।

[सं. एल-22012/399/2006-आई आर (सी-II), एल-22012/279/2006-आई आर (सी-II), एल-22012/145/2007-आई आर (सी-II), एल-22012/121/2007-आई आर (सी-II), एल-22012/120/2007-आई आर (सी-II), एल-22012/336/2007-आई आर (सी-II), एल-22012/215/2007-आई आर (सी-II), एल-22012/196/2007-आई आर (सी-II), एल-22012/198/2007-आई आर (सी-II), एल-22012/63/2007-आई आर (सी-II), एल-22012/68/2007-आई आर (सी-II), एल-22012/239/2007-आई आर (सी-II), एल-22012/317/2007-आई आर (सी-II), एल-22012/224/2007-आई आर (सी-II), एल-22012/178/2007-आई आर (सी-II), एल-22012/179/2007-आई आर (सी-II), एल-22012/202/2007-आई आर (सी-II), एल-22012/212/2007-आई आर (सी-II), एल-22012/176/2007-आई आर (सी-II), एल-22012/177/2007-आई आर (सी-II), एल-22012/82/2007-आई आर (सी-II), एल-22012/173/2007-आई आर (सी-II), एल-22012/217/2007-आई आर (सी-II), एल-22012/66/2007-आई आर (सी-II), एल-22012/181/2007-आई आर (सी-II), एल-22012/194/2007-आई आर (सी-II), एल-22012/78/2007-आई आर (सी-II), एल-22012/79/2007-आई आर (सी-II), एल-22012/60/2007-आई आर (सी-II), एल-22011/10/2008-आई आर (सी-II), एल-22011/312/2006-आई आर (सी-II), एल-22011/6/2008-आई आर (सी-II), एल-22011/7/2008-आई आर (सी-II), एल-22011/328/2007-आई आर (सी-II), एल-22011/329/2007-आई आर (सी-II), एल-22011/331/2007-आई आर (सी-II), एल-22011/333/2007-आई आर (सी-II), एल-22011/348/2007-आई आर (सी-II), एल-22011/341/2007-आई आर (सी-II), एल-22011/31/2008-आई आर (सी-II), एल-22011/19/2008-आई आर (सी-II), एल-22011/18/2008-आई आर (सी-II), एल-22011/330/2007-आई आर (सी-II), एल-22011/334/2007-आई आर (सी-II), एल-22011/15/2008-आई आर (सी-II), एल-22011/11/2008-आई आर (सी-II), एल-22011/5/2008-आई आर (सी-II), एल-22011/53/2006-आई आर (सी-II), एल-22011/34/2008-आई आर (सी-II), एल-22011/55/2008-आई

आर (सी-II), एल-22011/52/2008-आई आर (सी-II), एल-22011/36/2008-आई आर (सी-II), एल-22011/42/2008-आई आर (सी-II), एल-22011/43/2008-आई आर (सी-II), एल-22011/11/2009-आई आर (सी-II), एल-22011/20/2009-आई आर (सी-II), एल-22011/19/2009-आई आर (सी-II), एल-22011/25/2009-आई आर (सी-II), एल-22011/12/2009-आई आर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 5th May, 2011

S.O. 1554.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1399/08, 1406/08, 1417/08, 1425/08, 1427/08, 1429/08, 1430/08, 1433/08, 1435/08, 1438/08, 1441/08, 1445/08, 1449/08, 1452/08, 1454/08, 1455/08, 1458/08, 1465/08, 1468/08, 1469/08, 1473/08, 1475/08, 1477/08, 1480/08, 1481/08, 1484/08, 1491/08, 1492/08, 1505/08, 1506/08, 1508/08, 1509/08, 1510/08, 1511/08, 1512/08, 1513/08, 1515/08, 1516/08, 1517/08, 1518/08, 1526/08, 1527/08, 1532/08, 1533/08, 1537/08, 1539/08, 1544/08, 1548/08, 1551/08, 1553/08, 1556/08, 1558/08, 1559/08, 1560/08, 28/09, 32/09, 33/09, 36/09 and 39/09) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of FCI and their workmen, which was received by the Central Government on 5-5-2011.

[No. L-22012/399/2006-IR(C-II), L-22012/279/2006-IR(C-II), L-22012/145/2007-IR(C-II), L-22012/121/2007-IR(C-II), L-22012/120/2007-IR(C-II), L-22012/336/2007-IR(C-II), L-22012/215/2007-IR(C-II), L-22012/196/2007-IR(C-II), L-22012/198/2007-IR(C-II), L-22012/63/2007-IR(C-II), L-22012/68/2007-IR(C-II), L-22012/239/2007-IR(C-II), L-22012/317/2007-IR(C-II), L-22012/224/2007-IR(C-II), L-22012/178/2007-IR(C-II), L-22012/179/2007-IR(C-II), L-22012/202/2007-IR(C-II), L-22012/212/2007-IR(C-II), L-22012/176/2007-IR(C-II), L-22012/177/2007-IR(C-II), L-22012/82/2007-IR(C-II), L-22012/173/2007-IR(C-II), L-22012/217/2007-IR(C-II), L-22012/66/2007-IR(C-II), L-22012/181/2007-IR(C-II), L-22012/194/2007-IR(C-II), L-22012/78/2007-IR(C-II), L-22012/79/2007-IR(C-II), L-22012/60/2007-IR(C-II), L-22011/10/2008-IR(C-II), L-22011/312/2006-IR(C-II), L-22011/6/2008-IR(C-II), L-22011/7/2008-IR(C-II), L-22011/328/2007-IR(C-II), L-22011/329/2007-IR(C-II), L-22011/331/2007-IR(C-II), L-22011/333/2007-IR(C-II), L-22011/348/2007-IR(C-II), L-22011/341/2007-IR(C-II), L-22011/31/2008-IR(C-II), L-22011/19/2008-IR(C-II), L-22011/18/2008-IR(C-II), L-22011/330/2007-IR(C-II), L-22011/334/2007-IR(C-II), L-22011/15/2008-IR(C-II), L-22011/11/2008-IR(C-II), L-22011/5/2008-IR(C-II), L-22011/53/2006-IR(C-II), L-22011/34/2008-IR(C-II), L-22011/55/2008-IR(C-II), L-22011/52/2008-IR(C-II), L-22011/36/2008-IR(C-II), L-22011/42/2008-IR(C-II), L-22011/43/2008-IR(C-II).

L-22011/11/2009-IR (C-II), L-22011/20/2009-IR (C-II),
L-22011/19/2009-IR (C-II), L-22011/25/2009-IR (C-II),
L-22011/12/2009-IR (C-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I, CHANDIGARH**

Ashok Kumar and 58 Others (as mentioned in the
list below) . . . Applicants

Versus

1. The General Manager, Food Corporation of India,
Regional Office, Punjab Region, Sector-31,
Chandigarh.
2. The Regional Manager, Food Corporation of
India, Ferozepur, Punjab.
3. The Area Manager, Food Corporation of India,
District Office, Malwal Road, Ferozpur City,
Ferozpur.
4. Brig. Jaswant Singh Sandhu, Bright Security
Services, 38, Rani Ka Bag, Amritsar, Punjab.
5. The Director, Industrial Security and Allied
Services, Suraksha Bhawan, Paranjit Ganj,
Kapurthala, Punjab.
6. Managing Director, Prehari Security and
Detective Services Pvt. Ltd. Jallowkhanna
Chowk, Kapurthala, Punjab-144601.

. . . Respondents

APPEARANCES:

For the Workmen : Workmen in person

For the Management : Sh. N. K. Zakhmi

AWARD

Passed on 15-4-2011 Camp at Ferozepur

This award shall dispose of and answer following
59 references referred by the Central Government by
different notifications and orders :

Case No. IDs As per detailed below :

59 workmen as per details given below :

1. ID 1399/08 Ashok Kumar Vs. FCI
L-22012/339/2006-IR (CM-II)
Dated 28-4-2008.

2. ID 1406/08 Dev Raj Vs. FCI
L-22012/279/2006-IR (CM-II)
Dated 28-4-2008.
3. ID 1417/08 Bagicha Singh Vs. FCI
L-22012/145/2007-IR (CM-II)
Dated 30-4-2008.
4. ID 1425/08 Raj Kumar Vs. FCI
L-22012/121/2007-IR (CM-II)
Dated 30-4-2008.
5. ID 1427/08 Surjeet Singh Vs. FCI
L-22012/120/2007-IR (CM-II)
Dated 30-4-2008.
6. ID 1429/08 Raman Kumar Vs. FCI
L-22012/336/2007-IR (CM-II)
Dated 28-4-2008.
7. ID 1430/08 Malkeet Singh Vs. FCI
L-22012/215/2007-IR (CM-II)
Dated 2-5-2008.
8. ID 1433/08 Mohinder Singh Vs. FCI
L-22012/196/2007-IR (CM-II)
Dated 30-4-2008.
9. ID 1435/08 Piara I Singh Vs. FCI
L-22012/198/2007-IR (CM-II)
Dated 30-4-2008.
10. ID 1438/08 Bakhshish Singh Vs. FCI
L-22012/63/2007-IR (CM-II)
Dated 30-4-2008.
11. ID 1441/08 Bhajan Singh Vs. FCI
L-22012/68/2007-IR (CM-II)
Dated 30-4-2008.
12. ID 1445/08 Swaran Singh Vs. FCI
L-22012/239/2007-IR (CM-II)
Dated 2-5-2008.
13. ID 1449/08 Ramesh Kumar Vs. FCI
L-22012/317/2007-IR (CM-II)
Dated 2-5-2008.
14. ID 1452/08 Harbhajan Singh Vs. FCI
L-22012/224/2007-IR (CM-II)
Dated 2-5-2008.
15. ID 1454/08 Dharminder Bajaj Vs. FCI
L-22012/178/2007-IR (CM-II)
Dated 30-4-2008.
16. ID 1455/08 Pawan Kumar Dhamija Vs. FCI
L-22012/179/2007-IR (CM-II)
Dated 30-4-2008.
17. ID 1458/08 Bagicha Singh Vs. FCI
L-22012/202/2007-IR (CM-II)
Dated 2-5-2008.

- | | | | |
|----------------|--|----------------|---|
| 18. ID 1465/08 | Mukhtiar Singh Vs. FCI
L-22012/212/2007-IR (CM-II)
Dated 2-5-2008. | 34. ID 1511/08 | Ravinder Kumar Vs. FCI
L-22012/328/2007-IR (CM-II)
Dated 2-5-2008. |
| 19. ID 1468/08 | Manjeet Kumar Vs. FCI
L-22012/176/2007-IR (CM-II)
Dated 30-4-2008. | 35. ID 1512/08 | Rajesh Kumar Vs. FCI
L-22012/329/2007-IR (CM-II)
Dated 2-5-2008. |
| 20. ID 1469/08 | Tehal Singh Vs. FCI
L-22012/177/2007-IR (CM-II)
Dated 30-4-2008. | 36. ID 1513/08 | Joginder Singh Vs. FCI
L-22012/331/2007-IR (CM-II)
Dated 2-5-2008. |
| 21. ID 1473/08 | Harmeet Singh Vs. FCI
L-22012/82/2007-IR (CM-II)
Dated 28-4-2008. | 37. ID 1515/08 | Paramjeet Singh Vs. FCI
L-22012/333/2007-IR (CM-II)
Dated 2-5-2008. |
| 22. ID 1475/08 | Chanan Singh Vs. FCI
L-22012/173/2007-IR (CM-II)
Dated 30-4-2008. | 38. ID 1516/08 | Kulwant Singh Vs. FCI
L-22012/348/2007-IR (CM-II)
Dated 2-5-2008. |
| 23. ID 1477/08 | Gurmail Singh Vs. FCI
L-22012/217/2007-IR (CM-II)
Dated 2-5-2008. | 39. ID 1517/08 | Sher Singh Vs. FCI
L-22012/341/2007-IR (CM-II)
Dated 2-5-2008. |
| 24. ID 1480/08 | Mangat Singh Vs. FCI
L-22012/66/2007-IR (CM-II)
Dated 30-4-2008. | 40. ID 1518/08 | Ashok Singh Vs. FCI
L-22011/31/2008-IR (CM-II)
Dated 5-5-2008. |
| 25. ID 1481/08 | Kishore Chand Vs. FCI
L-22012/181/2007-IR (CM-II)
Dated 30-4-2008. | 41. ID 1526/08 | Balbir Singh Vs. FCI
L-22011/19/2008-IR (CM-II)
Dated 5-5-2008. |
| 26. ID 1484/08 | Gurcharan Singh Vs. FCI
L-22012/194/2007-IR (CM-II)
Dated 30-4-2008. | 42. ID 1527/08 | Joginder Singh Vs. FCI
L-22011/18/2008-IR (CM-II)
Dated 5-5-2008. |
| 27. ID 1491/08 | Joginder Singh Vs. FCI
L-22012/78/2007-IR (CM-II)
Dated 29-4-2008. | 43. ID 1532/08 | Vakil Chand Vs. FCI
L-22012/330/2007-IR (CM-II)
Dated 2-5-2008. |
| 28. ID 1492/08 | Mangat Ram Vs. FCI
L-22012/79/2007-IR (CM-II)
Dated 29-4-2008. | 44. ID 1533/08 | Surinder Kumar Vs. FCI
L-22012/334/2007-IR (CM-II)
Dated 2-5-2008. |
| 29. ID 1505/08 | Buta Ram Vs. FCI
L-22012/60/2007-IR (CM-II)
Dated 2-5-2008. | 45. ID 1537/08 | Mukhtiar Singh Vs. FCI
L-22011/15/2008-IR (CM-II)
Dated 5-5-2008. |
| 30. ID 1506/08 | Sajeev Kumar Vs. FCI
L-22012/10/2008-IR (CM-II)
Dated 5-5-2008. | 46. ID 1539/08 | Sandeep Kumar Vs. FCI
L-22011/11/2008-IR (CM-II)
Dated 5-5-2008. |
| 31. ID 1508/08 | Ajay Kumar Vs. FCI
L-22012/312/2006-IR (CM-II)
Dated 2-5-2008. | 47. ID 1544/08 | Sandeep Kumar Vs. FCI
L-22011/5/2008-IR (CM-II)
Dated 5-5-2008. |
| 32. ID 1509/08 | Dalip Singh Vs. FCI
L-22012/6/2008-IR (CM-II)
Dated 5-5-2008. | 48. ID 1548/08 | Mohinder Singh Vs. FCI
L-22012/53/2008-IR (CM-II)
Dated 29-7-2008. |
| 33. ID 1510/08 | Sachin Kumar Vs. FCI
L-22011/7/2008-IR (CM-II)
Dated 5-5-2008. | 49. ID 1551/08 | Paramjit Singh Vs. FCI
L-22011/34/2008-IR (CM-II)
Dated 29-7-2008. |

50. ID 1553/08 Jagdish Singh Vs. FCI
L-22011/55/2008-IR (CM-II)
Dated 29-7-2008.
51. ID 1556/08 Balwinder Singh Vs. FCI
L-22011/52/2008-IR (CM-II)
Dated 29-7-2008.
52. ID 1558/08 Sukhdev Raj Vs. FCI
L-22011/36/2008-IR (CM-II)
Dated 29-7-2008.
53. ID 1559/08 Pawan Kumar Vs. FCI
L-22011/42/2008-IR (CM-II)
54. ID 1560/08 Kartar Singh Mattu Vs. FCI
L-22011/43/2008-IR (CM-II)
Dated 29-7-2008.
55. ID 28/09 Sat Pal Vs. FCI
L-22011/11/2009-IR (CM-II)
Dated 14-5-2009.
56. ID 32/09 Mukhtiar Singh Vs. FCI
L-22011/20/2009-IR (CM-II)
Dated 14-5-2009.
57. ID 33/09 Jaswinder Singh Vs. FCI
L-22011/19/2009-IR (CM-II)
Dated 14-5-2009.
58. ID 36/09 Manmohan Singh Vs. FCI
L-22011/25/2009-IR (CM-II)
Dated 14-5-2009.
59. ID 39/09 Bakhshish Singh Vs. FCI
L-22011/12/2009-IR (CM-II)
Dated 14-5-2009.

Common questions of law and facts are involved in all the 59 cases. Hence, for ends of justice, all the cases were consolidated for adjudication. The references are in different sets. In one set of references the Central Government has referred the dispute stating the workmen as contractual worker, whereas, in another sets of industrial disputes, the dispute is regarding the employer-employee relationship between the workmen and the management of respondent FCI. The cumulative effect of references and pleadings in all the reference is that the main issue before this Tribunal for adjudication is whether the workmen were the employees of management of FCI or their services were provided with through contractor. Thereafter, consequential issue is regarding the relief, if any?

It is the contention of the workmen in the sets of industrial disputes and references, which were referred to by Central Government on nature of contract supplying the contractual labour to the management of FCI, that every workman was doing the work under the administrative control of the management. Payment was

also made good by the management and contract was camouflage and sham. In rest of the industrial disputes every workmen has raised the same plea that they were directly engaged by the management of FCI and the contractor shown in between the management and the workmen is sham and camouflage because the same was introduced as the paper arrangement to make the payment good.

On the other hand the management of respondent FCI has challenged the employer and employee relationship by contending that services of every workman were provided with to the management through contractor and none of the workman was employee of the management of FCI. On the basis of above, I am of the view that main issues for adjudication before this Tribunal are as follows :

- (i) Whether the workmen were/are the employees of the management of FCI ?
- (ii) To what relief/reliefs, if any, they are entitled ?

It is hereby made clear that considering common questions of law and facts and similar nature of all the references involved in all the references, the same were consolidated and evidence of few workmen was recorded on behalf of all. Likewise, two witnesses on behalf of the management were also recorded in all the cases in Ferozepur Camp Court on 15-4-2011. Evidence of the parties was recorded in detail. Documents were also filed by the parties. It is also made clear that similar nature of cases 137 in number has been disposed of by this Tribunal. Judicial propriety requires that there should be no divergence is judicial conscience and decision in similar matters. Hence, these cases shall be disposed of on the same principle adopted in above mentioned 137 cases.

I have heard the parties and their learned counsels at length. The main arguments of learned counsel/representative of the workmen were that all the workmen were engaged by the management of Food Corporation of India directly their appointment through contractor as shown by management is illegal, being against the provisions of the Contract Labour (Regulation and Abolition) Act, 1970. It has also been argued by learned counsel for the workmen that all the workmen were directly under the administrative control of the management. They were paid the wages by the management of Food Corporation of India and in fact they were the employees of the management of Food Corporation of India and not of the contractor.

On the other hand, learned counsel for the management submitted that there existed no relationship of employer-employee between the workmen and the management of Food Corporation of India. The services of the workmen were provided by the different contractors. The consolidated contracted amount was paid to the

contractors by the management of Food Corporation of India, and thereafter, the wages of the workmen were paid by the contractors and not by the Food Corporation of India. It has further been submitted by the learned counsel for the management that there has been no violation of any provisions of the Contract Labour (Regulation and Abolition) Act, 1970. If there is a violation of the provisions of the said Act, the workmen shall not be treated as the direct employees of the management of Food Corporation of India, but it will result into the criminal action against the concerned authorities under the penal provisions of the said Act.

So far as the relationship between the workmen and the management of Food Corporation of India is concerned, it is a matter of fact and will be adjudicated on perusal of the pleadings filed and evidence adduced by the parties.

In few of the references, it is challenged that contractor rendered the services but the contract was sham and camouflage. In another reference, it is also challenged by the workmen that the work of Class-IV employees was taken from them, whereas, they were said to be engaged as security guards through a contractor. It is contended by learned counsel for the workmen that for the working of Class-IV employee, the workmen became the direct employee of the Food Corporation of India.

Almost in all the reference, it is admitted that no appointment letter was issued by the management. No doubt, it is denied by the workmen that payment of wages were made good by the contractor but the documentary evidence filed by the management proved that payment to the workmen were made good by the contractor and not by the management of Food Corporation of India. Hon'ble Supreme Court in 2008 LLR 801, GM, ONGC Shilcher vs. ONGC Contractual Workers' Union, has laid down the criteria to establish the direct employee-employer relationship between the workman and the management of any organization. If we apply the ratio of GM, ONGC Shilcher's case (supra) the workmen have to prove the following facts to establish the employee-employer relationship :

- (1) That there existed a relationship of master and servant, (Workmen were already engaged by management of F.C.I.).
- (2) That there was no contractor appointed by the management of Food Corporation of India.
- (3) The management of Food Corporation of India used to supervise the alleged work assigned to individual worker.
- (4) That the management of Food Corporation of India took disciplinary action and called for explanations from the workers.

- (5) That the workers were paid wages by the management of Food Corporation of India directly and not through the contractor.
- (6) At the cost of repetition, the wages were paid directly to the workers by the management of Food Corporation of India and the acquaintance role were prepared by the management of Food Corporation of India to make the payment to the workers.

If above mentioned ratio of GM, ONGC, Shilcher's case is applied in all the reference, it is clear that workmen have failed to prove that they were appointed/engaged by the management of Food Corporation of India. There is not a single iota of evidence on record to prove that they were directly under the administrative control of the management of Food Corporation of India. No doubt, it is contended by the workmen that their attendance were marked by the officers/officials of the management of Food Corporation of India, but it will not be sufficient to prove the administrative control over them. They were supposed to file/adduced some cogent evidence like sanction of leave application, disciplinary action taken by the management of Food Corporation of India, if any, etc. Thus, the workmen have failed to prove that they were under the administrative control of the management of Food Corporation of India. On the payment of wages the management of Food Corporation of India has filed the documentary evidence which proved that consolidated amount on the basis of number of days worked by the workmen were given to the contractor, and contractor on the other hand, used to pay the wages to the workmen. The management has filed all the relevant documents such as attendance sheet signed by the officers of the management of Food Corporation of India, order of payment based on the attendance of the workmen to the contractor, and thereafter, the payment of wages by the contractor to the workmen.

On perusal of all the evidence oral and documentary, given by the workmen, officer of the management of Food Corporation of India and the contractor, I am of the view that payment of wages to all the workmen were made good by the contractor and not by the management of Food Corporation of India.

The above discussion proves that neither the workmen were appointed/engaged by the management of Food Corporation of India nor they were under the administrative control of the management of Food Corporation of India. They were also not paid the wages by the Food Corporation of India. Hence, their existed no master-servant relationship between the management of Food Corporation of India and all the workmen.

In few of the references, as stated earlier, it was contended that the workmen worked as Class-IV employee, whereas, they were shown as the security guards by the so called contract. It was further contended

by the workmen that the working as Class-IV employee was against the terms of the contract, the workmen shall be treated as the direct employee of the Food Corporation of India.

Now the question before this Tribunal is whether the change in the nature of work will be sufficient to make the workmen under the direct administrative control of the management of Food Corporation of India. For all purposes except the change in the nature of the work, it is established that the services of the workmen were provided by a contractor to the management as security guards. In my view, it was a perfect contract and in violation of any term of contract by any officer of the Food Corporation of India, it will not result to treat workmen as Class-IV employee under the direct administrative control of the management of Food Corporation of India as no workmen was appointed as Class-IV employee. There is no such evidence on record to prove the intention of the management to engage the workmen directly as Class-IV employees. There are rules for appointment/engagement of Class-IV employee. The rules regarding the engagement/appointment of Class-IV employee were not complied with while engaging the present workmen. The Legislature does not permit any person to bypass the rules relating to public appointment. Public appointments have to be made strictly as per the rules and new channel cannot be permitted to be opened. Moreover, it is contended that previous engagement was made by a contractor as security guard but thereafter, few officers of the Food Corporation of India engage them for Class-IV employee. Thus, by engaging the security guards as Class-IV employee, in my view, the officer of the management of Food Corporation of India has committed the wrong for violation of the terms of the contract. But the law cannot permit any officer to violate any rule or procedure of public appointment by such change of nature of work. If it is permitted, it will result into lawlessness in the organization. Hon'ble the Supreme Court in *State of West Bengal and others Vs. Banibrata Ghosh and others* on 2-2-2009 has propounded the same principle of law that a teacher appointed against the leave vacancy cannot be deemed or directed to be appointed against the permanent vacancy. For the appointment against the permanent vacancy procedure laid down in rules and regulations of the department have to be followed.

Accordingly, if the ratio of *Banibrata Ghosh's case* (supra) is applied to the instant cases, the workmen, cannot be considered as Class-IV employees working with the management of Food Corporation of India just on the basis of the fact that they, instead of working as security guard, worked as Class-IV employee. For their working as Class-IV employee they may claim a reasonable compensation under the appropriate law against the officers who have changed their nature of work in violation of the terms of the contract, but this change of nature of work cannot create the relationship of employer and

employee between the workman and the management of Food Corporation of India.

In, *GM, ONGC, Shilchar's Case* (supra) the conditions under which a contract can be treated a camouflage and sham are mentioned. Hon'ble the Supreme Court in this case has relied upon the law laid down in *Steel Authority of India Ltd., and Others Vs. Nation Union Water Workers and Others* AIR 2001 Supreme Court 3527(1). The question before this Tribunal is under what circumstances a contract between the management of Food Corporation of India and the workmen can be held to be sham and camouflage? In case the contract has been held to be sham or camouflage, the contract labour working in the management of the principal employment are held to be employees of principal employer himself. It depends on the facts and circumstances of each case whether the contract executed in between the management and the contractor is camouflage and sham. It is also a issue of facts and has to be decided on the basis of the facts and circumstances of the case. The court has to look into whether these facts emerged in reality or there was some paper arrangement to make the payment good to the workmen through contractor?

In these references, it is challenged by the workmen that contract is sham and camouflage. It is proved beyond doubt that the workmen were not appointed/engaged directly by the management of Food Corporation of India as per its rules and regulations. They were not under the administrative control of the Food Corporation of India nor paid the wages directly by the Food Corporation of India. It is contended by the management that they were engaged through the contractor under a valid contract. The term contract is defined in the Indian Contract Act. All the agreements enforceable by law are contracts. Agreements are made by two persons when they agree on the same thing in the same sense. The contract may be oral or written. To declare a contract a camouflage or sham, as stated earlier, it is to be seen whether a paper arrangement was made to make the payment good. On considering the facts and circumstances of the case, I am of the view that this is not the case in these references. Unless and until the terms and conditions as laid down in *GM, ONGC Shilchar's case* (supra) are not complied with, no workmen can be treated as the direct employee of the Food Corporation of India.

The next issue for the disposal before this Tribunal is whether the workmen will be deemed to be in the services of the management of Food Corporation of India on account of violation of any of the provisions of Contract Labour (Regulation and Abolition) Act, 1970. It is issue of law and has limited concern with the facts. On the issue of facts, I have already given my view that the workmen are not employees of the management of Food Corporation of India but their services were provided by the different

contractors to the management. As this issue of law is also raised by the parties, it is the duty of this Tribunal to decide it as well. On this issue there may be three circumstances :

- (1) There may be a case where the practice of contract labour is prohibited by the appropriate Government under Section 10(1) of the Contract Labour (Regulation and Abolition) Act, 1970.
- (2) There may be an issue regarding the registration of establishment of principal employer under Section 7 of the Contract Labour (Regulation and Abolition) Act, 1970.
- (3) There may be an issue regarding the licence by the contractor under Section 12 of Contract Labour (Regulation and Abolition) Act, 1970.

The issue to be decided is whether in the case of violation of any of the provisions mentioned under Section 10(1), Section 7 and Section 12 of the Contract Labour (Regulation and Abolition) Act, 1970, the contract labour shall be deemed to be an employee of the principal employer.

This issue has been decided and settled by Hon'ble the Apex Court in Steel Authority of India Ltd's case (supra). Moreover, Punjab and Haryana High Court in Food Corporation of India and Others Vs. Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court-1, Chandigarh and others 2008 LLR 391, has decided this issue after relying the ratio of Steel Authority of India Ltd.'s case (supra). Without mentioning the relevant paras of Steel Authority of India Ltd.'s case (supra), and Central Government Industrial Tribunal-cum-Labour Court's case (supra), I am relying the ratio of both of the judgments, and the ratio of both of the judgments is that if there is any violation of Section 7, Section 10 and Section 12 of the Contract Labour (Regulation and Abolition) Act, then only penal provisions of Section 23 and Section 25 of the said Act are attracted. Hence, it is nowhere provided that such employees, employed through the contractor would become employees of the principal employer. I have gone through the facts and circumstances of the case. Almost in all the references the registration and the license have been produced by the management of Food Corporation of India. It may only resulted in penal actions under Section 23 and Section 25 of the Contract Labour (Regulation and Abolition) Act, 1970, if there is any violation of any provisions of the Contract Labour (Regulation and Abolition) Act.

Accordingly, I am of the view that none of the workmen was the employee of the management. There was no relationship of master-servant and employer and employee between the workmen and the management of Food Corporation of India. Thus, no questions for

termination of the services of the workmen by Food Corporation of India arise.

This contract system for providing the services of the workmen to the management really personally pained me. In all the references relating to Patiala and Ferozepur it has come before the Tribunal that this contract system was abolished for advantage of workmen. But in practice, this resulted into the most disadvantage to each workman because the services of each workmen were terminated by the outsourcing Agency. Prior to abolition of contract system, every workman was getting the job and he was earning for his and his family's survival. But on abolition of contract system, no such work was available to any workman. So, a beneficial scheme to the workman when executed and practiced became the most disadvantageous to those workmen who were serving the department through a contractor on outsource basis. This Tribunal has tried to raise this issue in conciliation proceedings before the officers of the department and this fact came to the notice of the Tribunal that this issue has never been raised before the Board of Directors of F.C.I. The issue is relating to policy decision and could not be taken up at individual level by the officers of the department in the conciliation proceedings. This issue can be raised before the Board of Directors of F.C.I. that a beneficial scheme shall not be permitted to become disadvantageous, if practiced and implemented. This issue can be raised by Secretary (Labour) before the Board of Directors of F.C.I. being a member of the Board.

In spite of it, I am of the view that personal pain and judicial conscience of this Tribunal cannot override the principle of law. It is established that every workman was serving through a contractor and had no relationship of master and servant with the management of respondent F.C.I. Personal views of any adjudicatory authority cannot guide the judicial conscience, which is to be regulated strictly by provisions of law. Tribunal can only order at this stage that a copy of award be sent to the Secretary (Labour), after its publication who is the member of Board of Directors of F.C.I. to consider the issue raised by this Tribunal in this award. All the references are accordingly answered. The workmen are not entitled for any relief. Central Government be informed for publication of award and thereafter, files be consigned.

G. K. SHARMA, Presiding Officer

Chandigarh

Dated : 15-4-2011

Camp at Ferozepur

नई दिल्ली, 5 मई, 2011

का. आ. 1555.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल.

के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 76/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-5-2011 को प्राप्त हुआ था।

[सं. एल-22012/329/2001-आई आर (सीएम-II)]

डॉ. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 5th May, 2011

S.O. 1555.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 76/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Western Coalfields Limited and their workmen, received by the Central Government on 5-5-2011.

[No. L-22012/329/2001-IR(CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING
OFFICER, CGIT-CUM-LABOUR
COURT, NAGPUR**

Case No. CGIT/NGP/76/2004

Dated : 25-4-2011

Party No. 1 : The Chief General Manager,
Western Coalfields Ltd., Kanhan Area,
P.O. Dugagia, Distt. Chhindwara

Versus

Party No. 2 : The General Secretary,
Rashtriya Koyla Khadan Mazdoor
Sangh (INTUC), Chandametta,
P.O. Chandametta,
Distt. Chhindwara.

AWARD

(Dated : 25th April, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation the management of M/s. Western Coalfield Limited and their workman, Shri G. S. Thakur for adjudication, as per letter No. L-22012/329/2001-IR (C-II) dated 29-7-2004, with the following Schedule :

"Whether the action of the Chief General Manager, WCL Kanhan Area, PO Dugaria, Distt. Chhindwara in denying promotion to Shri G. S. Thakur, O. S.

Nandan Sub Area w.e.f. 1-4-1998 while giving promotion to other similarly placed workmen w.e.f. 1-4-1998 is legal and justified? If not, to what relief the concerned workman is entitled?"

It is necessary to mention here that in the Schedule of reference, as the date had been wrongly mentioned as 1-4-1998 instead of 1-4-1988 by the Government on the request of the union, vide corrigendum letter No. L-22012/329/2001-IR (C-II) dated 14-9-2004, the Central Government corrected the date as 1-4-1988, in place of 1-4-1998.

In view of the correction of the relevant date from 1-4-1998 to 1-4-1988 by the Central Government, the Schedule of reference is to be read as :

"Whether the action of the Chief General Manager, WCL Kanhan Area, PO Dugaria, Distt. Chhindwara in denying promotion to Shri G. S. Thakur, O. S. Nandan, Sub Area w.e.f. 1-4-1988 while giving promotion to other similarly placed workmen w.e.f. 1-4-1988 is legal and justified? If not, to what relief the concerned workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, in response to which, the workman, Shri G. S. Thakur ("the workman" in short) filed his statement of claim through the union, Rashtriya Koyla Khadan Mazdoor Sangh (INTUC) Chandametta, Chhindwara ("the union" in short) and the management of Western Coalfields Limited ("Party No. 1" in short) filed its written statement.

The case of the workman is that there was a meeting in between the union with the Area Manager of Kanhan Area on 25-3-1990 and in that meeting, it was agreed between the parties that as per demand No. 36 of the union, promotion of the staff/employees would be given the effect from 1-4-1988, as agreed by the management in the past and by virtue of the said agreement, party No. 1 gave effect of the promotion w.e.f. 1-4-1988 to 17 employees, but the case of the workman was not considered in line with the other employees and thus, he was deprived of from seniority as well as monetary benefit and he was promoted w.e.f. 9-2-1992 with prospective effect and thereby he was deprived of all the benefits and the Party No. 1 misrepresented before the ALC by stating that there was no supersession in his case and promotion cannot be demanded as a matter of right and he is entitled for promotion w.e.f. 1-4-1988, at par with other employees. The workman has prayed to give a direction to the Party No. 1 to give promotion to him w.e.f. 1-4-1988 along with all back wages and other consequential benefits.

4. The case of the Party No. 1 as projected in the written statement, is that the service conditions of the employees working in coal industry are governed by various settlements generally known as NCWA and in

addition to NCWA, provisions of Standing Orders are also part of the service conditions of coal mines workers and NCWA is added with cadre scheme, job nomenclature etc. and cadre scheme have been formulated for all the categories of the employees for the purpose of channel of promotion and description, category, scale of pay, minimum qualification (education/technical), qualification required, eligibility for promotion and mode of promotion are given in the said cadre scheme and promotion is being given in accordance with the said cadre scheme and the provisions of the cadre scheme cannot be override by any settlement arrived at by local level and any agreement contrary to the cadre scheme is nonest and cannot be implemented and the Area Manager is not empowered to arrive at a settlement contrary to the provisions of the cadre scheme and therefore, the scheme based on the settlement alleged to have been arrived at by Area Management contrary to the cadre scheme is not maintainable. Further the case of the Party No. 1 is that for the purpose of promotion, Departmental Promotion Committee is constituted and assessment is being made by such committee about the eligibility of the eligible candidates and basing on the recommendations of the said committee, promotion is given against sanctioned vacancy, as per administrative requirement and the workman was given promotion from time to time and consequent upon the recommendations of the Departmental Promotion Committee, Head Clerk in clerical special grade of various units of Kanhan Area including the workman were promoted to the post of Office Superintendent in T&S Grade "A" under NCWA-IV, with pay scale of Rs. 1387-75-2137-80-2537 vide office order No. 360 dated 9-2-1992 and the workman was posted at Mohan Colliery and as per the cadre scheme, promoted to the post of Office Superintendent T&S Grade-A is given by way of promotion from clerical cadre at area level, based on availability of sanctioned post, merits-cum-seniority and recommendation of DPC and as such, the promotion of the workman to the post of Office Superintendent T&S Grade-A w.e.f. 9-2-1992 is legal and proper and the workman cannot compare his case with other employees, as those cases were not similar and as such, there was no question of giving promotion to the workman with retrospective effect i.e. from 1-4-1988 and as such, the workman is not entitled for any relief.

The workman filed his rejoinder denying the pleadings made by the Party No. 1 in its written statement.

5. Besides placing reliance on documentary evidence, both the parties led oral evidence in support of their respective claims. One Shri Safi Mohd. Mansury and the workman were examined as witnesses on behalf of the workman. One Shri Parimal Mavawala, Manager of Nandan Mine No. 1 was examined as a witness on behalf of the Party No. 1. The witnesses examined by the parties have reiterated the pleadings made by the workman and the Party

No. 1 in the statement of claim and written statement respectively.

6. Perused the record including the evidence both, oral and documentary available on record. According to the claim of the workman, there was an agreement between the management of Kanhan Area and the Union on 25-3-1990 to give promotion to the employees w.e.f. 1-4-1988. The copy of the so called agreement has been filed as Annexure (A-II) with the rejoinder of the workman. On perusal of document of Annexure-A-II, it is found the same is the copy of the minutes of the meeting held on 25-3-1990 at 3.00 P.M. and the same is not a settlement between the parties in Form No. H, as prescribed by the Industrial Disputes Rule (Central) 1957. On perusal of the said document, it is also found that the union had demanded that persons, who were promoted in the year 1989 should be given fixation benefit and promotion w.e.f. 1-4-1988 as agreed by the GM in the past and after discussion at length, it was agreed to issue necessary orders in this regard. It is not known as to whether any order was issued by the Party No. 1 in this regard subsequently, as no such order has been filed by the parties. It is also necessary to mention here that there is nothing in the abovesaid document to show that the individual case of the present workman had been discussed and the management had agreed to give promotion to the workman w.e.f. 1-4-1988. One office order regarding promotion of Shri U.C. Vishwakarma has been filed by the workman as Annexure A-4(i). On perusal of the Annexure-A-4(i), it is found that the promotion of Shri Vishwakarma was made w.e.f. 1-4-1988, in pursuance of the memorandum of settlement in Form-H dated 22-1-1998 and not on the basis of so called agreement dated 25-3-1990. Likewise, Annexure-A-4(ii) has been filed to show that eight employees were given promotion w.e.f. 1-4-1988, though actually they were promoted on 21-1-1990. In the said document also, there is nothing to show that there was modification of the promotion order and those eight employees, in view of the so called settlement dated 25-3-1990. Annexure-A-(iv)-4 has been filed to show that one Shri L. P. Agre, Clerk Grade-I was given promotion with notional seniority w.e.f. 1-4-1988. But on perusal of Annexure-A.I(iv), it is found that the said office order was made in pursuance of memorandum of settlement in Form No. H between the parties and not on the basis of the so-called agreement dated 25-3-1990 and as such, these documents are of no help to the case of the workman.

6. Admittedly, the workman was promoted as Special Grade Clerk/Senior w.e.f. 17-9-1983. It is not disputed that for promotion to the post of Office Superintendent T&S Grade-A from Special Grade Clerk/Senior Clerk, the eligibility criteria is 5 years of experience as Special Grade Clerk/Senior Clerk and the mode of promotion is through the DPC. From the record, it is found that the workman had not completed 5 years of service as on 1-4-1988 and as such, he did not fulfil the eligibility period of 5 years of service as

on 1-4-1988, for consideration of his case for promotion to the post of Office Superintendent.

It will not be out of place to mention here that according to the own document of the workman, there was an agreement between the union and the management to the effect that the employees, who were promoted in the year 1989, should be given fixation benefits and promotion w.e.f. 1-4-1988. It is not the case of the workman that he was promoted in the year 1989 and as such, he is entitled for promotion w.e.f. 1-4-1988 as agreed between the union and the management. No document has been filed by the workman to show that his juniors had been promoted by superseding him.

In view of the materials on record and the discussions made above, it is found that the workman was not entitled for promotion w.e.f. 1-4-1988.

The learned advocate for the management has relief on the decisions reported in (2001) 1 SCC – 240 (A. J. Fernandis Vs. Divisional Manager, South-Central Railway) and (2001) 4 SCC – 675 (Vinod Kumar Sharma Vs. State of Uttar Pradesh) regarding payment of back wages. However, as it is found that the workman is not entitled for promotion w.e.f. 1-4-1988, there is no need to consider as to whether the workman is entitled for back wages and as such, with respect, I am of the view that the decisions cited by the learned advocate have no application to this case. Hence, it is ordered :

ORDER

The action of the Chief General Manager, WCL, Kanhan Area, PO Dungaria, Distt. Chhindwara in denying promotion to Shri G. S. Thakur, O.S. Nandan Sub Area w.e.f. 1-4-1988 while giving promotion to other similarly placed workmen w.e.f. 1-4-1988 is legal and justified. The workman is not entitled for any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 5 मई, 2011

का. आ. 1556.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 32/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-5-2011 को प्राप्त हुआ था।

[सं. एल-22012/130/2003-आई आर (सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 5th May, 2011

S.O. 1556.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 32/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Tansi Project of Western Coalfields Limited and their workman, received by the Central Government on 5-5-2011.

[No. L-22012/130/2003-IR(CM-II)]
D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING
OFFICER, CGIT-CUM-LABOUR
COURT, NAGPUR

Case No. CGIT/NGP/32/2004

Dated : 25-4-2011

Party No. 1 : The Manager,
Tansi Project of Western Coalfields Ltd.
Kanhan Area, P.O. Dungaria,
Distt. Chhindwara, Chhindwara

Versus

Party No. 2 : Shri Khemchand Prajapati,
S/o. Bhagwandas Prajapati,
Opp. Hanuman Temple, Tansi Project,
Post Rampur (Bhata), Tah-Junnardeo,
Distt. Chhindwara,
Chhindwara.

AWARD

(Dated : 25th April, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act", in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Tansi Project of Western Coalfields Limited and their workman, Shri Khemchand Prajapati for adjudication, as per letter No. L-22012/130/2003-IR (CM-II) dated 25-2-2004, with the following schedule :

"Whether the action of the management of Tansi Project of WCL, Kanhan Area, PO Dungaria, Distt. Chhindwara (MP) in terminating Shri Khemchand Prajapati, Clerk from services w.e.f. 12-4-1999 is legal and justified? If not, to what relief he is entitled?"

2. On receipt of the reference, notices were issued to the parties to file their respective statement of claim and written statement, in response to which, the workman, Shri Khemchand Prajapati ("the workman" in short) filed his statement of claim and the management of Tansi Project of Western Coalfields Ltd. Kanhan Area ("the Party No. 1" in short) filed its written statement.

3. The case of the workman is that he was appointed on 19-7-1975 as a Mazdoor and in view of the his good work, he was promoted to the post of Lamp-Pitter and was posted as a Attendance Clerk/Clerk Grade-I and while he was working as such, charge sheet No. 272 dated 13-4-1998 was served on him, under clauses 26.22 and 26.35 of the Standing Orders, but enquiry documents were not supplied alongwith the charge sheet, in violation of the principles of natural justice and even though he demanded for supply of copies of the required documents, the same were not supplied to him and as such, he was compelled to file his show-cause without the documents on 20-4-1998 and in the departmental enquiry, one Shri Salpekar was appointed as the Inquiry Officer, who was biased against him and in the departmental enquiry, the procedure to be adopted was not explained to him and his statement was recorded by the Inquiry Officer prior to the recording of the statement of the witness for the management and proper opportunity was not given to his defence co-workers for cross-examination of Shri A. K. Singh, the management witness and after submission of the enquiry report, no second show-cause notice was served on him and he was not given any chance for personal hearing and the findings of the Inquiry Officer are perverted and without any evidence on record and as such, the order of termination of his service basing on such report is also illegal and void.

4. The Party No. 1 in its written statement has pleaded inter-alia that the workman was disobedient and in habit of malpractice and he was given ample opportunity to improve himself by the management, without taking any severe action in the past and on 12-4-1998 and 13-4-1998 two complaints were received against the workman from the Cashier to the effect that the workman received cash of Rs. 3 lakhs vide voucher No. 30 dated 10-4-1998 for disbursement of LP Gas allowances to 500 employees and as per the voucher, every employee was to get Rs. 769, but the workman deducted an amount of Rs. 87.40 P from each employee, without having any approval from the competent authority and putting counter signature himself for such illegal deduction and though he returned the unpaid amount, did not complete the unpaid register and there was shortage of cash of Rs. 4,237 as a result of which, the cash book could not be closed on 10-4-1998 for which other payments could not be done and basing on the said complaints, the Deputy Finance Manager by his letter dated 16-4-1998 directed the workman to explain about the financial irregularities committed by him and as no reply was received from the workman, charge sheet dated 13-4-1998 under clauses 26.22 and 26.35 of the Standing Orders was issued against the workman and another letter dated 21-4-1998 was given to the workman asking him to file show-cause within 48 hours and the workman submitted his reply on 21-4-1998, wherein he admitted the charges leveled against him and in view of

such admission, though there was no necessity to conduct the departmental enquiry with a view to provide the workman one more opportunity, the competent authority decided to conduct the departmental enquiry and Shri P. V. Salpekar was appointed as the Inquiry Officer and departmental enquiry was conducted on various dates and the workman was allowed to avail the service of Shri Madan Janghela as a co-worker and the enquiry was conducted properly and after closure of the enquiry, the Inquiry Officer submitted his report, holding the workman guilty of the charges leveled against him and the enquiry report was placed before the competent authority and the competent authority after making assessment of the evidence and being satisfied about the correctness of the conclusions drawn by the Inquiry Officer, the passed order of dismissal from service of the workman w.e.f. 12-4-1999 and the enquiry was conducted legally, properly and by following the principles of natural justice and the workman was given full opportunity to defined his case and the workman submitted an application to the Human Rights Commissioner and after the management gave its explanation, justifying the action taken against the workman, the Human Rights Commission closed the complaint made by the workman, being satisfied with the reply submitted by it and its action in dismissing the workman from service is legal, proper and proportionate to the gravity of the misconduct committed by him and therefore, the workman is not entitled for any relief.

5. The workman filed his rejoinder stating therein that the allegation of habitual malpractice and disobedience was not part of the charges leveled against him and the deduction of Rs. 87.40 P from each employee from their gas allowance was made by him by the order of the Head Clerk, Shri Nagendra Singh and Personnel Manager, Shri V. K. Shrivastava but no punishment was awarded against them and payment sheet of Gas allowance from Sl. No. 501 to 666 was handed over to him by the Head Clerk for making payment, but the Cashier, Shri A. K. Singh had not given the cash for payment to the said workers, so, the gas allowance of the said workers were paid from the cash, which was given to him for payment of other miscellaneous payment sheet and Shri A. K. Singh was in habit of indulging in malpractice and committing theft, fraud and dishonesty in connection with employer's business and property and therefore, his evidence is not to be believed.

6. As this is a case of termination of service after holding the departmental enquiry, the validity of the departmental enquiry, was taken for consideration as a preliminary issue and vide order dated 21-7-2009, it was held that the enquiry is vitiated and the management was given the opportunity to prove the charges before the Court.

7. To prove the charges against the workman, management examined Shri A. K. Singh, the then Cashier

of Tansi project and Shri O. P. Bishamdar, Accountant as its witnesses.

The workman did not adduce any rebuttal evidence.

8. In view of the facts and circumstances of the case as mentioned above, now, it is to be considered as to whether the management has been able to prove the charges leveled against the workman and in case, it is found that the charges have been proved, then as to whether the punishment imposed against the workman is shockingly disproportionate to the charges levelled against him.

9. At the time of argument, it was submitted by the learned advocate for the workman that the departmental enquiry held against the workman is invalid and the findings of the Inquiry Officer are perverted and the findings are based on no evidence and the perversity of the findings rendered the order of dismissal as illegal and the same amounts to victimization and the evidence adduced by the management is not sufficient to prove the charges levelled against the workman and one Shri Anil Mall, who had snatched away the payment sheet was only demoted from Clerical Grade-II to Clerical Grade-III, and as such, equal protection has not been provided to the workman and a second show cause notice was not issued to the workman alongwith the enquiry report and as such, the workman is entitled for reinstatement in service.

10. On the other hand, it was submitted by the learned advocate for Party No. 1 that two witnesses have been examined by Party No. 1 before this Tribunal to prove the charges levelled against the workman, after it was held by the Tribunal that the departmental enquiry held against the workman is invalid and both the witnesses have fully supported the case of the management and the management has also proved three documents, Exh. M-I to M-III and in the cross-examination of the two witnesses, no question was put to them regarding the merit of the case and as nothing has been brought out in the cross-examination of the said two witnesses, their statements are to be believed and as the departmental enquiry has been held to be vitiated, no reliance can be placed on the proceedings of the departmental enquiry and in the rebuttal, the workman has not adduced any evidence and the workman himself also did not enter into the witness box and as such, it can be held that the charges leveled against the workman has been proved and in view of the seriousness of the charges proved against the workman, the punishment imposed against him is not disproportionate. It was also submitted by the learned advocate for Party No. 1 that the services of the workman were terminated w.e.f. 12-4-1999 and the dispute was raised in the year 2004, after a lapse of about 5 years and it is well settled by the Hon'ble Apex Court that such stale claim should not be entertained. The learned advocate for the Party No. 1 placing reliance on the two decisions of the

Hon'ble Apex Court, as reported in *Kendriya Vidyalaya Sangathan Vs. S. C. Sharma* reported in 2005 (2) LLJ 153 and *J. K. Synthetics Limited Vs. K. P. Agrawal* reported in 2007 (2) SCC 433 submitted that as the workman has not discharged the initial burden to show that he was not gainfully employed, he is not entitled to back wages.

11. As the departmental enquiry was held to be vitiated, now, it is to be considered as to whether from the evidence adduced by the management before this Tribunal, it can be held that the Party No. 1 has been able to prove the charges levelled against the workman.

One, A. K. Singh, has been examined as the witness No. 1 for the management and he has stated that he was working as the Cashier of Tanshi Project in 1998 and on 12-4-1998 he submitted a complaint against the workman stating that the workman received cash vide Voucher No. 30 dated 10-4-1998 for disbursement of payment through counter regarding LPG allowances but after disbursement of payment, the workman did not complete the unpaid register and also did not submit the pay sheet of such payment and due to the same, he was unable to complete the cash book and all payments were stopped due to incompleteness of the cash book. This witness has proved the said complaint as Exh. M-I. He has further stated that he also submitted another complaint stating that an amount of Rs. 3 lac was given to the workman on 10-4-1998 for disbursement of LP Gas Allowance against voucher No. 30 and the said voucher contained the name of 500 employees, who were entitled for gas allowance and each individual employee was to get Rs. 769 but the workman made payment by deducting an amount of Rs. 87.40 from each employee by indicating subtraction from the payable amount, without having any competent approval and putting counter signature by himself for such illegal deduction and on verification of the unpaid sheet and the voucher No. 30, it was found that in addition to voucher No. 30, the workman had made a payment sheet containing names of other employees and making payment of Rs. 23,174 to 34 employees without having any authority and though the workman refunded the unpaid amount to the tune of Rs. 1,46,900 while checking as per unpaid statement it was found that there was shortage of Rs. 4,237 and as such, he was unable to close the cash book on 10-4-1998. This witness has proved the said complaint as Exh. M-II and the letter dated 16-4-1998 issued by Dy. Finance Manager calling for explanation of the workman in respect of the financial irregularities reported to have been committed by him as Exh. M-III. In the cross-examination, the only question put to the witness was as to whether he was examined as a witness in the departmental enquiry and the witness answered the same in the negative. However, the answer given by the witness is found to be a bona fide mistake committed by him due to long lapse of time, as from the pleadings made by the workman in his rejoinder and also in the written argument.

it is clear that Shri A. K. Singh had been examined as a departmental witness in the enquiry. Moreover, the denial of the witness that he was not examined as a witness in the departmental enquiry in no way renders his evidence doubtful. The evidence of this witness has virtually remained unchallenged in the cross-examination.

12. The second witness examined on behalf of the Party No. 1 is O. P. Bishandar and he has stated that he was working as the Incharge of Accounts Section, Tansi Project during the relevant period and on receipt of complaints Exh. M-I and M-II, he issued a letter dated 16-4-1998 directing the workman to explain about the financial irregularities reported to have been committed by him as per Exh. M-III. The further evidence of this witness is more or less to the same effect like that of witness No. 1. The evidence of this witness has also not been seriously challenged in the cross-examination and the same has remained virtually unchallenged. There is nothing on record to disbelieve the evidence of the two witnesses examined on behalf of the party No. 1.

13. Admittedly, the workman did not adduce any evidence in rebuttal. It will not be out of place to mention here that in the explanation submitted by the workman on 20-4-1998, he had admitted the charges levelled against him. In his rejoinder, the workman has mentioned that the deduction of Rs. 87.40 from each employee from their gas allowances was made by him by the order of Head Clerk, Shri Narendra Singh and Personnel Manager, Shri V. K. Srivastava and the payment sheet for the gas allowances from Sl. Nos. 501 to 666 was handed over to him by the Head Clerk, for its payment and as Cashier Shri A. K. Singh had not given the cash for payment to be made to those employees towards gas allowances, he paid those employees from the cash, which was given to him for payment of other miscellaneous payment sheet. In support of his such claims, the workman has not adduced any evidence. In view of the unchallenged testimony of the two witnesses examined on behalf of the Party No. 1 and the documents Exh. M-I to M-III and the admission of the workman in his show-cause dated 20-4-1998 and the pleadings of the workman in the rejoinder and in absence of any rebuttal evidence, it is found that the Party No. 1 has been able to prove the charges levelled against the workman.

14. The only question remains for consideration is the quantum of punishment. The misconduct committed by the workman is very serious in nature. The workman committed financial irregularities, which were detrimental to the interest of the company and as such, the order of termination of his service by Party No. 1 cannot be said to be shockingly disproportionate to the proved misconduct. Hence, I find no reason to interfere with the punishment imposed against the workman. In view of the above findings, there is no need to discuss about the entitlement of back wages by the workman. Hence, it is ordered :

ORDER

The action of the management of Tansi Project of WCL, Kanhan Area, P.O. Dungaria, Distt. Chhindwara (MP) in terminating Shri Khemchand Prajapati, Clerk from services w.e.f. 12-4-1999 is legal and justified. The workman is not entitled for any relief.

J. P. CHAND, Presiding Officer.

नई दिल्ली, 5 मई, 2011

का. आ. 1557.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल ऑल इण्डिया रेडियो के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कोलकाता के पंचाट (संदर्भ संख्या 19/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-5-2011 को प्राप्त हुआ था।

[सं. एल-42012/152/2001-आई आर(सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 5th May, 2011

S.O. 1557.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 19/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the industrial dispute between the employers in relation to the management of All India Radio and their workmen which was received by the Central Government on 5-5-2011.

[No. L-42012/152/2001-IR(CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 19 of 2002

PARTIES:

Employers in relation to the management of All India Radio

AND

Their Workmen

PRESENT:

Mr. JUSTICE MANIK MOHAN SARKAR,
Presiding Officer

APPEARANCES:

On behalf of the : Mr. S. Jas, Advocate
Management

On behalf of the : Mr. M. Dutta, Advocate
Workmen

State : West Bengal Industry : Information
and Broadcasting

AWARD

Dated 25th April, 2011

By Order No. L-42012/152/2001-IR (CM-II) dated 14-8-2002 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of All India Radio, Murshidabad, Berhampore in terminating Sh. Dilip Roy, Sh. Shyamal Das, Sh. Mahima Mondal, Sh. Prosad Hazar and Sh. Rabi Bagdi from the services w.e.f. 1-4-99 is legal and justified? If not, to what relief they are entitled?”

2. The story of the workmen in their written statement of claim is that Dilip Roy, Shyamal Das, Mahima Mondal, Prosad Hazra and Rabi Bagdi were engaged as Peon, Duty Room Attendant, Night Guard, Safaiwala and Gardener respectively and with effect from October, 1995, August, 1994, October, 1993, August, 1997 and January, 1997 respectively by the management of All India Radio, Berhampore, Murshidabad and the jobs were of perennial nature in different capacities of Group-D cadre but the management with mala fide motive to exploit the human labour called these workers as ‘casual’. The present workers made several representations before the management to regularize their service without any result. Suddenly, in a very unceremonious manner, all these workmen were terminated with effect from 1-4-1999 without compliance of the mandatory provisions of the Industrial Disputes Act, 1947. Subsequently, to avoid their regularization, the management, immediately after their termination, re-engaged them falsely showing them as contractor’s labour by introducing some sham/fictitious contractors and as such introduction of contractors by the management was wholly illegal and mala fide since All India Radio, Berhampore was not registered under the Contract Labour (Regulation and Abolition) Act, 1970 for employing contract labour. The contractors, too, had no license as required to be granted by the appropriate Government to undertake/execute any work through contract labourers. The workmen called the action of the management as an instance of unfair labour practice and victimization. So the workmen have claimed their reinstatement treating them as permanent.

3. In its written statement, the management of All India Radio firstly challenged the maintainability of the present dispute in this Tribunal by claiming that All India Radio is not an industry nor the workmen concerned are

the workmen as defined in the Industrial Disputes Act, 1947 and thereafter it also denied that the said workmen were engaged by the All India Radio to do job of perennial nature in different capacities in Group-D cadre. It is further stated that the alleged workmen in this reference were engaged on contract basis for doing Group-D nature of job as and when required and so they were not casual workers. After adjustment of surplus staff in 1996 All India Radio, Murshidabad used to get various Group-D nature of work through labourers on bi-weekly or monthly contract including Sundays, Saturdays and holidays and they were being paid consolidated contract amount by hand receipt/paid vouchers and their engagement was for the period from 1-5-1998 to 31-3-1999. It is further stated that the muster roll on monthly basis used to be maintained for casual workers mentioning the attendance of the concerned month, the rates for different types of labourers, total amount paid to the labourers followed by their signatures in the muster roll and so the present workers neither ever staff of the All India Radio nor they are casual workers nor they work continuously on everyday and in every week and the present workers were called upon to work as and when required. The management has further stated that because of having skeleton staff position in the All India Radio, job contract was given to a private agency from May, 1999 for deployment of some labourers for carrying out Group-D nature of job for period from 1-4-1999 to 31-3-2000 and for that reason the agency was being paid, and during the period from 1-4-2000 to 31-3-2001 another agency (S.S.R. Enterprise) was entrusted with such job. Thus the engagement of labourers/workers remained with the absolute discretion of the contractor as to whom it will engage and the AIR had no role in the act of engagement of the alleged workmen. It is claimed that as All India Radio, Murshidabad did not engage any of the present workmen, the question of their termination by the All India Radio does not arise since they did not work as employees of the All India Radio, Murshidabad. So the management side prayed for dismissal of the reference.

4. As usual the rejoinder of the workmen is in the nature of denial of the statement made by the management of All India Radio, Murshidabad in its written statement parwise and nothing new has been introduced therein and so detail mention of the contents of the rejoinder is not needed.

5. In the present case there is a peculiar situation in which the five workmen claimed themselves as direct employees under the management All India Radio since different dates in between 1995 to 1997 and that their services continued in the said establishment of the employer even after 1-4-1999 even though a contractor is introduced in between the management All India Radio and these workmen and these workmen claimed existence of the said contractor or contractors as being a camouflage in the act of the management All India Radio for a safeguard

against the legal obligation in respect of their regularization and other mandatory provisions in case of their termination etc. On the other hand, the management All India Radio insisted that these workmen were never employees even as casual or daily rated workers at any point of time and claimed that they were supplied and engaged through contractors at different stages as engaged by the All India Radio from time to time for supply of contract labourers for the purpose of works in the establishment of All India Radio, Murshidabad.

6. The learned Advocate for the management All India Radio at the very outset raised some question on the point of law that All India Radio was not an industry in respect of the present workmen who are actually contract labourers under a contractor and has got no status of workmen under the management All India Radio as they were never employees under it. This question may be kept at abeyance for the present since the status of the present workmen is to be established first in respect of their claim of relationship with the management All India Radio as employer-employee. The above stated claim of the management All India Radio will come up then on the result of success or failure on the part of the workmen in respect of establishing such relationship.

7. It was insisted from the side of the management that the five workmen in the present reference were never engaged by the management All India Radio directly at any point of time and consequently no question arises in respect of their termination with effect from 1-4-1999 as claimed. It has further been stated that these workmen actually are doing different kinds of jobs in the establishment of All India Radio, Murshidabad in different capacities of Group-D nature though they were actually supplied by different contractors engaged from time to time on their submission of quotation to the All India Radio, Murshidabad at different points of time.

8. On the other hand, Ld. Advocate for the workmen submitted that initially these workmen were engaged by the management of All India Radio, Murshidabad at different point of time in different capacities and subsequently finding some obstacles in continuing with their employment on different administrative restrictions and legal consequences, services of these workmen were transferred from the management to the alleged contractors. It is claimed by the Ld. Advocate for the workmen that even if existence of any such contractor is created by the management, it was in the nature of camouflage of the control of the All India Radio itself over the said workers and the engagement of such contractors was sham in nature. Even though the existence of such contractors is found there, that was never to be a genuine one and the system of contractors were initiated from the management of All India Radio, Murshidabad to deny the legal consequences that can be achieved through the provisions of legislation to these workers.

9. Mr. Jas, the Ld. Advocate for the management submitted that the present workmen were never engaged or terminated by the management of All India Radio, Murshidabad at any point of time and in this context refers to the oral statement of WW-1, Dilip Roy when he stated that he did not get any appointment letter nor did he get any termination letter on 1-4-1999. Basing upon the same it is submitted on behalf of the management that actually the present workmen never worked for the All India Radio, Murshidabad before 1-4-1999 and they were actually engaged by a contractor to do different kinds of job at the establishment of All India Radio, Murshidabad only after 1-4-1999 and so the reference made in this context as to whether their termination on 1-4-1999 was legal and justified, such question can never arise.

10. Mr. Dutta, Ld. Advocate for the workmen concerned submitted that in the nature of engagement of casual workers, normally no appointment or engagement letter is issued to such workers nor any letter of termination is issued and everything is done orally or verbally and specially the management side makes a cautious movement in this respect as an appointment or engagement letter or letter of termination may give passage to legal consequence favouring the workers side.

11. Now, it is to be ascertained here as to the nature of job of these workers in relation to the establishment of All India Radio, Murshidabad through the evidence adduced from the respective parties. On going through the oral as well as documentary evidence as adduced from the respective sides it is found that from the workmen side only one worker has come upto the stage to make oral statement as WW-1 and according to him he joined the service of the management in October, 1995 as a Peon and he joined there actually as casual workman. In this context he also named the other four workmen who also worked with him in the said Radio Station in the job of Attendant, Night Guard, Sweeper and Mali or Gardener. He has stated that all five of them were disengaged by the Radio Station on 1-4-1999 and at that time the Station Engineer of the management told them that they would have to work under a contractor and from 1-4-1999 the disbursement of their wages were made under a contractor though the said contractor never supervised their work in the establishment of All India Radio which was looking after their work directly.

12. In this context the statement of the management witnesses will be more exciting when it is found that MW-1, Shri Narayan Chandra Saha who introduced himself as Station Engineer and Incharge of the office of All India Radio, Murshidabad at the relevant point of time, has stated that the said management never issued any letter of appointment to the workmen concerned and that no letter of termination also were issued to them though these workmen were engaged as and when required on daily

payment basis and payments were made on paid vouchers though they were never engaged on any permanent job. According to him, in 1996 some Group-D posts were abolished all over India and accordingly the All India Radio, Murshidabad engaged some labourers on contract basis to do some petty works and that from 1-4-1999 the said labourers were transferred under a contractor and actually there was no casual labour. In course of cross-examination this MW-1, Mr. Saha admitted that before 1-4-1999 the present workmen were not under the contractor and they were under the management of All India Radio which used to make payment to these workmen through paid vouchers which have been filed in the present reference. In further below of his cross-examination this MW-1 has further stated that the present workmen were working under the management and contractors were supplying the labourers and the management was free to engage them as would be necessary and to control and supervise their work. This MW-1 has further stated that these workmen were working since long as they were required earlier and they were required till the time he deposed. He stated further that he received one letter from the DGIR as the Ministry of the management wanted to know what was the position of the labourers at All India Radio, Murshidabad and thereto this witness replied with all documents that these contract labourers were working since long and that at first they were engaged as casual workers and thereafter they were changed to contract labourers in view of the direction came from the directorate that no casual labour can be engaged. This witness concluded with the statement that he recommended the present workmen to provide them the temporary status.

13. Management examined another witness being MW-2, Smt. Suchismita Roy who was working as Station Engineer, All India Radio, Murshidabad at the time of her deposition though he joined the Station in November, 2006, she stated that she was acquainted with the facts of the case of the present reference. She identified the series of documents being bill from the contractors in relation to the present workmen and claimed that payments for these workers were made to the contractors. She has further clarified the status of the present workmen when she stated by way of admission that different contractors were engaged at different points of time and she further stated that the contractors came and contractors went but the concerned workmen remained all along working there. She has further emphasized that the management use to control and supervise their work and that only the payment of their wages were made through contractors.

14. Ultimately, the last witness on behalf of the management being MW-3, Shri Rathindra Nath Sarkar who was stated to be one of the contractors, has exposed the real state of thing prevailing in the matter of handling the present workmen in their engagement in different jobs under the management of All India Radio, Murshidabad.

During his examination-in-chief he has stated that the concerned workmen namely, Dalip Roy, Shyamal Das, Mahima, Mondal, Prasad Hazar and Rabi Bagdi were engaged by the said contractor but actually the office engaged them and his job was to make payment to them after their work. Since there was a problem regarding making such payment to the concerned workman by the management directly, he was making payment to them and thereafter the office of the management used to make the payment to him, rather by way of reimbursement as it is presumed. During his cross-examination, the said MW-3 has clearly stated that he had no interest in the matter and the office asked him to make payment to the concerned workmen and so he was making payment to them. In respect of him he has stated that he was a businessman and had no connection with the workman concerned besides making payment to them and he was so doing as the office of the management asked him since there is a problem in making payment to the workmen concerned and so he agreed to make such payment to the workmen on the request of the office. He has further stated that the wages of the concerned workmen was fixed by the office and the duty hours and nature of work also were decided by the office concerned, their work was used to be supervised by the office though he stated that he also supervised their work.

15. By way of discussion of the oral evidence as adduced by the respective parties, a question arises in the present context whether there was actually any termination of service of the present workers on 1-4-1999 since they are stated to have been engaged by the office of the management directly prior to 1-4-1999 and thereafter their service was transferred under the contractor and thereby the service of the workmen was continued with the establishment of All India Radio, Murshidabad in the same way even after 1-4-1999. The management, produced a series of letters to different contractors as being Ext. M-3 to M. 22 as being work orders issued to different contractors in respect of supply of labourers. By referring the same it is stated that the present workmen were actually supplied by the different contractors engaged at different point of time. Surprisingly the management side did not produce any copy of the invitation of quotation by way of tender nor any tender application from different contractors were produced to show that a genuine approach to that effect was made from the side of the management Radio Station to engage contractors by supply of labourers. Further, it is also surprising that the workmen who were engaged by the management Radio Station prior to 1-4-1999, continued to work in the same capacity under the All India Radio, Murshidabad even after 1-4-1999 by way of changing their status as workers supplied by the contractors. A question automatically arises in mind as to how the workers already working in the establishment of the All India Radio, Murshidabad became engaged as

workers of the contractors who are numbering more than one and how all of them had an animous approach to accept these workers as being workers supplied by them. The contractors, normally has its own set of workers for any contract job they get with any establishment which engaged them as contractors for different kinds of job on the basis of tender application. The nature of engagement of the same workers by all the contractors gives a picture that the programme was well settled earlier by the management that the workmen who were engaged by the management Radio Station would continue to work in their respective capacities though in the status of casual workers on daily wage basis even after change of their status as being direct workers under the management to workers supplied by the contractors. The fact comes from the mouth of different management witnesses examined here including the contractor, it is found that the daily wages of the concerned workers remained the same and the nature of job also continued without any change with the present workers and though contractors came in the middle in between the management and workers, the actual control over the workmen remained with the management Radio Station who used to regulate the nature of work and the hours of work the workman were to do and the contractors were made scape-goat only to do the job of making payment of the wages to such workers for the work done under the management.

16. The incidents so discussed in the previous paragraphs give a presumption in the mind of the Tribunal that the engagement of the contractors by the management Radio Station was actually a camouflage and a sham contract was created in the nature of compliance of the directives given by the Ministry to which All India Radio, Murshidabad comes under, which discouraged direct engagement of the casual or daily wages workers though the status is tried to be changed in respect of the workmen concerned from being directly engaged workmen to contractors' workmen under the contractors, all the other incidents regarding the workmen remained the same as it was prevailing prior to 1-4-1999.

17. Now the claim of the management that the workmen being contract labourers under a contractor has no relief under the management of All India Radio, Murshidabad which cannot be called as an industry in respect of the claim made by the present workmen as they have no relief under the Industrial Disputes Act, 1947 before an Industrial Adjudicator but they may seek their relief under the Contract Labour (Regulation & Abolition) Act, 1970 is to be considered. This claim was kept in abeyance in the present Award for discussion at the later stage after finding the status of these workmen in respect of their relationship with the management of All India Radio, Murshidabad and the alleged contractors. In the foregoing paragraphs the nature of contract with the contractors and the role played by these contractors in respect of

their service to the management Radio Station has been elaborately discussed to find that the contract was actually a sham in nature and the role of the contractor is to act as an camouflage for the management of All India Radio and also it is found that having all the control in respect of their nature of work, the amount to be paid, the mode of payment and other similar work of control over the workmen were actually in the hands of the management of All India Radio. In that case the interference of the provision of the Contract Labour (Regulation and Abolition) Act, 1970 cannot be taken into account since the present workmen are deemed to be employee of the All India Radio as they were so before 1-4-1999 and continued the same work with the same amount of payment and service condition in the establishment of the management Radio Station. In this context, a reference can be made to the decision reported in (1995) 5 S.C.C. 27 (Gujarat Electricity Board v. Hind Mazdoor Sabha) wherein the Hon'ble Apex Court held :

"If the contract is sham or not genuine, the workmen of the so-called contractor can raise an industrial dispute for declaring that they were always employees of the principal employer and for claiming the appropriate service condition. When such dispute is raised, it is not a dispute for abolition of the labour contract since the provision of Section 10 of the Act will not bar either the raising or adjudication of the dispute. When such dispute is raised the industrial adjudicator has to decide whether the contract is sham or genuine. It is only if the adjudicator comes to the conclusion that the contract is a sham, that he will have jurisdiction to adjudicate the dispute."

In another decision reported in (2009) 13 S.C.C. 374 (International Airport Authority of India v. International Air Cargo Workers Union) the Hon'ble Apex Court held :

"Whether there is no abolition of contract labour under the CLRA Act, but the contract labour contends that the contract between the employer and the contractor is a sham or nominal the remedy is purely under the I.D. Act. Principle laid down in Gujarat Electricity Board case (1995) 5 S.C.C. 27 continue to govern the issue. The remedy of workmen is to approach the industrial adjudicator. Industrial adjudicator can grant relief sought if it finds that contract between principal employer and the contractor is a sham, nominal and merely a camouflage to deny employment benefits to employees and there is in fact direct employment by applying tests like – who pays salary; who has power to remove/dismiss from service or initiate disciplinary action; who can direct the employee the way in which the work should be done, in short, who has director and control over employee. But where there is no notification under Section 10 of

the CLRA Act and where it is not proved in the industrial adjudication that control was a sham/nominal and camouflage, then the question of directing principal employer to absorb or regularize the service of the contract labour does not arise.”

18. Though in the above referred two decisions the Hon'ble Apex Court has held that when a contract is found to be sham, nominal or camouflage the workers can claim to be direct employee under the principal employer, in the present reference no such relief has been prayed for by the present workmen as the reference was to ascertain whether the act of the management of All India Radio in terminating them with effect from 1-4-1999 is legal and justified. In view of the said reference, the scope of this Tribunal is limited only to ascertain as to whether there have been any termination of the workmen with effect from 1-4-1999 and if so whether it was illegal and unjustified and in that case what relief the present workmen would get. But, in the above paragraphs the entire discussion revealed that the engagement of the contractors to supply the present workmen as their labourers is a camouflage since the present workers were engaged employees under the All India Radio, Murshidabad for a pretty long time since before 1-4-1999, and since it is found by this Tribunal that the status of these workers remained the same under the management All India Radio having full control over them besides payment of their wages for which engagement of the contractor was done by the management. It has come to the record through evidence of the respective parties that the present workmen continued to work in the establishment of the management Radio Station all through the previous period and subsequent period of 1-4-1999, how the Tribunal can tell that there had been a termination of service by the management with effect from 1-4-1999 since the present workmen did not cease to have any work on and from 1-4-1999. Practically the present workmen continued with the work entrusted to them since before 1-4-1999 by the management Radio Station even after 1-4-1999 with only change in mode of payment of their wages through contractor. In that case, as there was actually no termination of the service of these workmen on and from 1-4-1999 how this Tribunal can say whether it is legal or illegal and justified or unjustified and if illegal and unjustified to pass any order or relief in favour of the workmen concerned.

19. In such circumstances, the present matter is disposed of with the above finding that when there was no termination of service in respect of the present workmen with effect from 1-4-1999, no adjudication about its legality or justifiability can be done.

An Award is accordingly passed.

MANIK MOHAN SARKAR, Presiding Officer

Kolkata

The 25th April, 2011

नई दिल्ली, 5 मई, 2011

का. आ. 1558.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. सी. सी. एल. एवं के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 35/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-5-2011 को प्राप्त हुआ था।

[सं. एल-22012/154/2004-आई आर(सीएम-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 5th May, 2011

S.O. 1558.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 35/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the industrial dispute between the management of M/s. Singareni Collieries Co. Ltd., and their workman, which was received by the Central Government on 5-5-2011.

[No. L-22012/154/2004-IR(CM-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, HYDERABAD

PRESENT :

Shri Ved Prakash Gaur, Presiding Officer

Dated 14th day of March, 2011

Industrial Dispute No. 35/2005

BETWEEN :

The Vice-President,
(Sri S. Satyanarayana),
Singareni Collieries Employees Union (CITU),
Bazar Area, Bellampalli – 504251

... Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Bellampalli Division,
Bellampalli-504251

... Respondent

APPEARANCES :

For the Petitioner : M/s. A. K. Jayaprakash Rao, K. Srinivas Rao, P. Sudha, T. Bal Reddy, M. Govind, K. Ajay Kumar and Venkatesh Dixit, Advocates

For the Respondent : Sri P.A.V.V.S. Sarma, Advocate

AWARD

This case has been registered on the reference received from Government of India, Ministry of Labour vide its order No. L-22012/154/2004-IR (CM-II) dated 8-3-2005 under Section 10(1)(d) of the I.D. Act, 1947 to adjudicate the dispute between the management of M/s. Singareni Collieries Company Ltd., Bellampalli and its workers. The term of reference is as under :

SCHEDULE

“Whether the action of the General Manager, M/s. Singareni Collieries Company Ltd., Bellampalli Division, Bellampalli in declaring lockout in the 1st shift of 22-10-2003 for about 700 workers due to non-supply of drinking water between 7.00 AM and 11.00 AM is legal and justified? If not, to what relief the workers engaged on 22-10-2003 are entitled?”

The reference is numbered in this Tribunal as I.D. No. 35/2005 and notices were issued to the parties.

2. The workers union has filed claim statement alleging therein that on 22-10-2003 all the workers of the 1st shift reported to duty and they started to discharge their duty. It was statutory requirement of the management to provide drinking water to all the workers during working hours.

3. While the workers were discharging their duties in the beginning of the shift at around 7.30 AM some of the workers of the shift feeling thirsty gone to drink water. But no water was made available, it was brought to the notice of the management and it was requested to provide drinking water to the workers. But the management failed to provide drinking water to workers. Even thereafter the workers of the 1st shift continued to discharge their duty.

4. It is further alleged that workers were in dire need of drinking water, when they went to report the matter to their superiors the management declared lockout for the reason of the non-availability of the drinking water and stated that they are not in a position to provide drinking water to workers. Even though, the workers discharged their duty and they did not refuse to discharge the duties. The action of the management declaring lockout and stopping of the work due to non-availability of the water was illegal without following the statutory provisions of the Industrial Disputes Act, 1947.

5. It is further alleged that no wages were paid for 22-10-2003 to all the workers which is illegal, unjust and contrary to law. The union has prayed that lockout on 22-10-2003 in the 1st shift between 7 AM to 11 AM be declared as illegal, unjust and contrary to law and consequential benefits be given to the workers.

6. Counter statement has been filed. It has been alleged by the Respondent that elections of trade union were held on 14-5-2003 in the said election, Secunderabad. Coal Mines Labour Union affiliated to INTUC have emerged as a Recognised Union at company level and Singareni Collieries Labour Union (INTUC) has emerged as representative status union for Bellampalli Division. It was further alleged that while the workers discharging their duty on the alleged date of lock out they were provided with the water. It has been challenged by the management stating that it was incorrect and submitted that there was break down of pumps in III shift on 20-10-2003 at Goleti-I Incline and alternative arrangement was made from MVK-6 Incline to Goleti-I Incline Filter Bed through water tankers. The drinking water was supplied from there to underground and surface worker after chlorination and filtration. No person has brought to the notice of the management regarding non-availability or sub-standard quality of drinking water.

7. On 22-10-2003 in first shift Sri K. Narasaiah, Trammer and some other workers of CITU had represented to stop supply of water from MVK-6 Incline alleging that water was not of good quality. The same was tasted by the authorities and found that water supplied by the management was good for human consumption. The workers were persuaded and they were explained about the additional steps being taken for providing drinking water.

8. It was further alleged that all the workers were provided with drinking water. The Mine Officers of Goleti-I Incline discussed the matter with the union representatives and informed them regarding arrangement of the water. The union representatives were satisfied. However, the delegates of the Petitioner union instigated the workers to go on strike. On instigation of union leader coal fillers struck down work illegally in 1st shift on 22-10-2003 forcing the Respondent to declare lockout to other categories workmen except scientific staff. The allegation that the lockout was illegal is incorrect and Petitioner is put to strict proof of the said allegation. The management has further submitted that on 22-10-2003 at 9 AM Sri K. Narasaiah, Trammer, Goleti-I Incline and other CITU delegates conducted a pit meeting with workmen and Goleti-I Incline without prior permission from competent authority and they demanded to declare lay off on the plea of non-availability of drinking water and they instigated the workers to go on illegal strike. Since the workers went on strike, the company was forced to declare lock out in the 1st shift. However, the work was restored normalcy in the 2nd shift. The workers has resorted to illegal strike for no cause and management was forced to declare lockout hence, action of the management cannot be said to be illegal or arbitrary.

9. Parties were directed to produce their evidence. The matter remained pending for more than five years.

Several opportunities were afforded to the workman to produce the evidence, but no evidence was produced by the workers and having no other option left with the Tribunal, the evidence of the workman was closed on 14-3-2011 because the Petitioner side remain absent, no memo for adjournment of the case was moved. Respondent's counsel stated that since Petitioner has not produced any evidence he will not lead any evidence and the parties evidence was closed.

10. I have gone through the material available on the record. This Tribunal has to consider the following points :

(I) Whether the action of the management in declaring lockout in the 1st shift of the 22-10-2003 between 7AM to 11 AM is legal and justified or not ?

(II) If not, to what relief the workers are entitled ?

11. **Point No. (I) :** The workers' union's allegation is that on 22-10-2003, 700 workers came to perform their duty in the 1st shift of the working hours. Some of the workers felt thirsty and they went to drink water but, there was no water. They asked the management to provide water but management failed to provide water, instead declared lockout due to non-availability of the water. Against this allegation, the management has stated that there was alternative arrangement of the water. In the month of May, 2003 union election was held and in that election, INTUC emerged as recognized union and Singareni Collieries Labour Union (TNTUC) has emerged as representative status union for Bellampalli Division. Whereas Singareni Collieries Employees Union affiliated to CITU union was having neither recognized status nor representative status at Division level. Some members of the CITU were instigated by their union leader on 22-10-2003 at 9 AM to go on a strike on the plea of non-availability of the water. Whereas alternative arrangement for supply of drinking water was made by the company and was made available to workers for both underground and surface employees. The CITU union's workmen resorted to strike on 22-10-2003 as such, the management declared lockout for that shift only. The management has filed copy of notice dated 22-10-2003 declaring lockout in the 1st shift and information of strike by the workmen demanding drinking water without any reasonable cause and thereby declaring the strike illegal and declaring lockout. In the light of these documents and allegations made by the Respondent management it was the duty of the workers to produce either by documentary evidence or through oral evidence that water was not made available by the management and the management declared lockout for making demand of drinking water to the workers. Not a single document or workman has been produced by Petitioners to support that the management did not provide them drinking water and on their making request for providing drinking water

the management declared lockout. Whereas from the documents produced by the management it transpires that the workmen has resorted to illegal strike in Goleti-I Incline on the ground not to supply water from MVK-6 Incline mine for drinking purposes. This prove that the alternative arrangement was made for the drinking water but some of the workers resorted to strike on ground of non-supply of water forcing the management to declare lockout in the 1st shift on 22-10-2003, as such, it cannot be said that the action of the management was illegal and unjustified. Since, workers themselves were responsible for declaring lockout on the 1st shift on 22-10-2003, the action of the management was legal and justified. Point No. (I) is decided accordingly.

12. **Point No. (II) :** Petitioner workman has not been able to prove that the action of the management is illegal and unjustifiable as such, they are not entitled for any relief. Point No. (II) is decided accordingly.

13. From the above discussion, this Tribunal has come to the conclusion that the action of the management of M/s. Singareni Collieries Company Ltd., Bellampalli Division, Bellampalli in declaring lock out in the 1st shift of 22-10-2003 for about 700 workers is legal and justified. Hence, Petitioners are not entitled for any relief. Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected by me on this the 14th day of March, 2011.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 9 मई, 2011

का. आ. 1559.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 47/05, 4/07, 1/04, 38/05, 9/06) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-5-2011 को प्राप्त हुआ था।

[सं. एल-12011/79/2005-आई आर(बी-11)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th May, 2011

S.O. 1559.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/05, 4/07, 1/04, 38/05, 9/06) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 9-5-2011.

[No. L-12011/79/2005-IR(B-II)]
RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I, CHANDIGARH**

ID No. 47/2005

Rakesh Dhiman Vs. PNB Reference No. L-12011/79/
2005-IR(B-II).

LCA No. 4/2007

Rakesh Dhiman Vs. PNB (regarding claim of
subsistence allowance)

ID No. 1/2004

Rakesh Dhiman Vs. PNB (complaint under Section
33-A)

ID No. 38/2005

PNB Vs. Rakesh Dhiman (application under Section
33(2)(b) moved by management of PNB for approval
of order dated 12-10-2004)

ID No. 9/2006

Rakesh Dhiman Vs. PNB (regarding complaint under
Section 33-A) already withdrawn in Lok Adalat.

The Regional President,
All India PNB SC/ST Welfare Association,
Village Baidi, P.O. Bandi,
Tehsil and Dt. Kangra (HP), Kangra. . . Applicants

Versus

The Senior Regional Manager,
Punjab National Bank,
R.O. Dharmshala,
Dt. Kangra (HP). . . Respondent

APPEARANCES:

For the Workman : Workman in person
For the Management : Sh. R. S. Rana

AWARD

Passed on 1st April, 2011

These five references and petitions referred above are related to each other. Common question of law and facts are involved in all these references and petitions, hence, for ends of justice all the petitions are hereby disposed of by this award. The references and petitions involved and which are being disposed of are as follows :

I have gone through all the petitions and references. The matter to be adjudicated before this Tribunal is what will be effect of punishment awarded to any workman in any disciplinary proceedings without permission of the competent Court or without applying with the competent Court for leave while the punishment is awarded during the pendency of any another industrial dispute ? Consequential question shall be if the management has awarded the punishment without permission or leave of the competent jurisdiction during the pendency of any industrial dispute, it affects only the punishment awarded or entire departmental proceedings ?

ID No. 47 of 2005 and ID No. 1 of 2004 have been filed by the workman Sh. Rakesh Dhiman against the management of Punjab National Bank. ID No. 38 of 2005 have been filed by the management of Punjab National Bank against Sh. Rakesh Dhiman. During the pendency of ID No. 20 of 1998 (disposed of thereafter), the workman was awarded punishment in another departmental proceedings for misconduct of 22-7-2002 effecting his service conditions. It is admitted case that management has not obtained any permission or applied for any leave for confirmation of the punishment awarded nor paid a month wages prior to the announcement of punishment dated 22-7-2002.

Reasons known to the management, the management suo motu withdraw the termination order dated 22-7-2002 and treated the workman under suspension (as he was prior to the punishment vide order dated 22-7-2002), pay all the legal dues and issue the notice afresh for showing cause on the basis of departmental enquiry under which punishment dated 22-7-2002 was awarded. The workman again appeared before the disciplinary authority and availed the opportunity of being heard. Disciplinary Authority reiterated the punishment and confirmed the punishment of dismissal once again and accordingly, after paying one month's wages as required by law moved a petition for confirmation of punishment awarded on 12-10-2004. The workman again raised the industrial dispute and the same was referred by the Central Government to this Tribunal for adjudication which was registered by this Tribunal as ID No. 47 of 2005.

The workman also filed an application under Section 33(1) of the Industrial Disputes Act for setting aside the punishment awarded to him on 12-10-2004. This application was registered as ID No. 1 of 2004. The management of the bank also moved an application for confirmation of order of disciplinary authority awarding the punishment to the workman dated 12-10-2004. This application was registered by this Tribunal as ID No. 38 of 2005. There is one LCA No. 4 of 2007 filed by the workman praying for computation of certain amounts relating to subsistence allowance and as mentioned in annexure to the application. In Lok Adalat the workman has withdrawn one industrial dispute and the same was disposed of on compromise. The workman has requested this Tribunal to restore those industrial disputes as the management failed to compromise in another disputes.

I have gone through the pleadings of all these industrial disputes and petitions. The fate of the case depends on the nature of proceedings filed under Section 33(2). Section 33(2) protects the interest of the workman from dismissal/discharging from services during the pendency of any dispute before any Tribunal or Court, Section 33(2) reads as under :

“(2) During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with standing orders applicable to a workman concerned in such dispute or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman.

- (a) Alter, in regard to any matter not connected with the dispute, the conditions or service applicable to that workman immediately before the commencement of such proceeding; or
- (b) For any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, that workman :

Provided that none such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.

The essential conditions which are to be complied with by the Management under proviso to Section 33(2) are as follows :

1. There has been dismissal or discharge of the workman;
2. The workman has been paid one month wages; and the employer has made an application for approval of his action to the authority concerned.

Regarding the nature of proceedings under proviso to Section 33(2), Supreme Court of India in *Straw Board Manufacturing Company Limited Versus Gobind* 1978(2) SCC-144 has held as under :

“The proviso to Section 33(2)(b) contemplates the three things mentioned therein namely : (I) dismissal or discharge; (II) payment of wages and (III) making of an application for approval to be simultaneous and to be part of the same transaction so that the employer when it takes the action under Section 33(2)(b) by dismissing or discharging an employee, should immediately pay him or offered to pay him wages for one month and also make an application to the Tribunal for approval at the same time.”

It was further held by the Supreme Court that :

“The employer’s conduct show that the three things contemplated under the proviso, are part of same transaction; and the question whether the application was made as part of the same transaction or at the same time when action was taken would be a question of fact and still depends upon the circumstances of each case.”

In *Tata Iron and Steel Company Ltd. Versus S. N. Modak*, IAR-1966-SC-380, the Supreme Court held as under :

“It is now well settled that the requirements of the proviso have to be specified by the employer on the basis that they form part of the same transaction, and stated generally, the employer must either pay or offer the salary for one month to the employee before passing an order of discharge or dismissal, and must apply to the specified authority for approval of his action at the same time, or within such reasonable short time thereafter as to form part of same transaction.”

It is also settled law that if an approval is granted, it takes effect from the day of the order by the employer for which approval was sought. If an approval is not granted, the order of dismissal or discharge passed by the employer is wholly invalid or inoperative and the employee can legitimately claim to continue to be in the employment of the employer notwithstanding the order passed by any authority or discharging him. In other words, approval by the prescribed authority makes the order of discharge or dismissal effective; in the absence of approval such an order is invalid and inoperative in law.

No doubt in *Punjab Beverages Private Ltd. versus Suresh Chand* (1978) 2-SCC-144 the different view was taken by the Hon'ble Apex Court. The matter was referred to the Constitutional Bench and the Constitutional Bench of Supreme Court in *Jaipur Zila Sahkari Bhumi Vikas Bank Ltd. Versus Ram Gopal Sharma* 2002-SCC (L and S) 279, has approved the law laid down in *Straw Board Manufacturing Co. Ltd., Versus Gobind* (supra) and *Tata Iron and Steel Company's case* (supra). In *Jaipur Zila Sahkari Bhumi Vikas Bank's case* (supra) the Apex Court has held that if an employer desires to take benefit of the proviso of Section 33(2)(b) for passing an order of discharge or dismissal of an employee, he has also to take the burden of discharging the statutory application placed on him in the said proviso. Taking a contrary view that an order of discharge or dismissal passed by an employer in contravention of the mandatory conditions contained in the proviso does not render such an order inoperative or void, defeats the very purpose of the proviso and it becomes meaningless. It is well settled rule of interpretation that no part of statute shall be construed as an unnecessary or superfluous. The proviso cannot be diluted or disapproved by an employer. He cannot dispute the mandatory provisions and then say that his order of discharge or dismissal made in contravention to proviso of 33(2) is not valid and inoperative. He cannot be permitted to take advantage of his own wrong. The interpretation of statute must be such at the advance the legislative enacted and serve the parties for which it is made render to consider it. The proviso to Section 33(2)(b) affords protection to a workman to safeguard his interest and it is a shield against victimization and enforces labour practice by the employer during the pendency of Industrial Dispute when the relationship between them is already strained.

In *Jaipur Zila Sahkari Bhumi Vikas Bank's case* (supra) it was further held by the Supreme Court that :

"Where an application is made under Section 33(2)(b) proviso, the authority before which the proceeding is pending for approval so the action taken by the employer has to examine whether the order of dismissal or discharge is bona fide, whether it was by way of victimization of unfair labour practice; whether the conditions contained in the proviso were complied with or not etc. If the authority refuses to grant approval obviously it follows that the employee continues to be in service as if the order of discharge or dismissal never had been passed. The order of dismissal or discharge passed invoking Section 33(2)(b) dismissing or discharging brings an end of relationship of the employer and employee from the date of his dismissal or discharge but that order remains incomplete and remains inchoate

as it is subject to approval of the authority under the said provision. In other words, this relationship comes to an end de jure only when the authority grants approval. If approval is not given, nothing more is required to be done by the employees, as it will have to be deemed that the order of discharge or dismissal had never been passed. Consequence of it is that the employee is deemed to have continued in service entitling him to all the benefits available. This being the position there is no need of a separate or specific order for his reinstatement. But on the other hand, if approval is given by the authority and if the employee is aggrieved by such an approval, he is entitled to make a complaint under Section 33-A challenging the order granting approval on any of the grounds available to him. Section 33-A is available only to an employee and is intended to save his time and trouble inasmuch he can straightway made a complaint before the very authority where the industrial dispute is already pending between the parties; challenging the order of approval instead of making efforts to raise an industrial dispute, get a reference and thereafter adjudication. In this view, it is not correct to say that even though where the order of discharge or dismissal is inoperative for contravention of the mandatory conditions contained in the proviso or where the approval is refused, a workman should still make a complaint under Section 33-A and that the order of dismissal or discharge become invalid or void only when it is set aside; under Section 33-A and that till such time he should suffer misery of unemployment in spite of the statutory protection given to him by the proviso to Section 33(2)(b). It is not correct to say that where the order of discharge or dismissal becomes inoperative because of contravention of proviso to Section 33(2)(b). Section 33-A would be meaningless and futile. The said action has a definite purpose to serve as already stated above, enabling an employee to make a complaint, if aggrieved by the order of the approval granted "

In view of the above decision of the Supreme Court, it is clear that the application filed by the employer for approval of dismissal or discharge should be made bonafidely. The Tribunal or Court, as the case be has to satisfy that application for approval for dismissal or discharge was made bonafidely. It depends on facts and circumstances of each case. But it becomes the settled law that requirement of bona fide has to be looked into as per the law laid down by the Apex Court that offers three requirements namely; (1) dismissal or discharge (2) payment of wages and (3) application for approval are part of the same transaction.

In these industrial disputes and applications undoubtedly when the punishment dated 22-7-2002 was awarded to the workman another industrial dispute ID No. 20 of 1998 was pending adjudication before this Tribunal. Neither one month wages were paid nor application for approval of punishment awarded dated 22-7-2002 was moved. Meaning thereby, punishment awarded effected the service conditions of the workman and the payment of wages and application for confirmation was not the part of same transaction inflicting the punishment dated 22-7-2002 was illegal void ab initio.

Now the question arise whether order dated 22-7-2002 will be void ab initio or by inflicting the punishment which effected the services of the workman during the pendency of another industrial dispute without payment of dues and without applying for confirmation to the Court of competent jurisdiction, the entire enquiry proceedings will be affected ? The law cited above only speaks about the affect on the punishment awarded. By such punishment awarded without payment of dues and without complying for confirmation of punishment, entire enquiry proceedings are not liable to be set aside. The better sense prevailed to the management and the management suo moto withdraw order dated 22-7-2002. The workman was put in the same position he was prior to vide punishment dated 22-7-2002. Entire subsistence allowance as per law were paid to him and as per the enquiry report he was issued show cause notice containing the tentative punishment afresh. As stated earlier, the departmental proceedings shall remain intact. So, there shall be no effect on the enquiry proceedings and enquiry report. The challenge before the authority is always the virus in awarding punishment. The management withdraw the order dated 22-7-2002, and accordingly this virus was cured. The management was competent to give notice once again and they did so. The workman also availed the opportunity of being heard. The punishment was again awarded by the disciplinary authority vide order dated 12-10-2004 and after payment of wages as per the law the management also moved for confirmation of punishment awarded vide order dated 12-10-2004. It cannot be said to be a mala fide action of the bank. To declare any action mala fide some bad intention of the bank should be reflected. The act of disciplinary authority depends and rests on the lawful documents meaning thereby, enquiry proceedings and enquiry report which was unaffected by withdrawing order dated 22-7-2004. Thus, the disciplinary authority lawfully and bonafidely acted while giving show cause notice with the tentative punishment to the workman. Due wages were paid as per law and thus shortly thereafter, management has moved for approval of the punishment awarded.

The bona fide action of the management has to be seen while passing order dated 12-10-2004 and not at the time passing order dated 22-7-2004 because that order is non-existent. Accordingly, management of the bank acted bonafidely, and as stated earlier, punishment awarded vide order dated 12-10-2004 which affects the service condition of the workman, payment of wages as per law and application for approval of the punishment are part of the same transaction. Accordingly there is no reason for any adverse view on the application of the workman praying this Tribunal for approval of punishment awarded dated 12-10-2004. Accordingly, ID No. 38 of 2005 filed by the management under Section 33(2) for approval of punishment awarded to the workman dated 12-10-2004 is allowed. Punishment awarded to workman is confirmed. Consequently ID No. 47 of 2005 and ID No. 1 of 2004 are dismissed. There is no force in the LCA 4 of 2007 because of the entire subsistence allowance after recalling order dated 22-7-2004 have been paid to the workman and the same have been received. Thus, there is no well determined right to compute.

Likewise, there is no force in the application moved by the workman to recall the order passed in Lok Adalat because on perusal of the materials on record, it is evidently clear that orders were passed on consensus with free consent of the parties.

All the industrial disputes and petitions are accordingly answered. Let Central Government be approached for publication of Award and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 9 मई, 2011

का. आ. 1560.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 29/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-5-2011 को प्राप्त हुआ था।

[सं. एल-12012/13/2004-आई आर(बी-11)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th May, 2011

S.O. 1560.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Vijaya Bank

and their workmen, received by the Central Government on 9-5-2011.

[No. L-12012/13/2004-IR(B-II)]
RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT "SHRAM SADAN", III MAIN, III
CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR, BANGALORE-560 022**

Dated : 13th April, 2011

PRESENT :

SHRI S. N. NAVALGUND, Presiding Officer

C. R. No. 29/2004

I PARTY

Shri Gadagayya P. Mathad, :
C/o Shri M. Ramarao,
General Secretary,
DDBEA,
9, Corporation Building,
Broadway,
Hubli-580 020

II PARTY

The Deputy
General Manager,
Vijaya Bank,
41/2, Head Office,
M. G. Road,
Trinity Circle,
Bangalore-560 001

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this dispute vide order No. L-12012/13/2004-IR(B-II), dated 31-5-2004 on the following Schedule :

SCHEDULE

"Whether the action of the management of Vijaya Bank in terminating the services of Shri Gadagayya P. Mathad without notice, notice pay and compensation is justified or not ? If not, what relief the workman is entitled to ?"

2. The first party who engaged the services of Shri M. Ramarao, General Secretary, Dharwad District Bank Employees Association, Hubli to represent him filed his claim statement dated 14-7-2004. In the said claim statement he alleges he joined the services of the second party bank which is a nationalised bank at their Broadway branch at Hubli as part time sub staff for two hours work per day from 1-5-2001 and since then served sincerely, honestly, diligently and continuously and that he was asked to bring the water daily for the branch use

for two hours and the second party has also taken the work of part time Sweeper whenever part time Sweeper was absent from duty and he is paid the wages at the rate of Rs. 650.00 per month in cash taking signature on vouchers upto July 2002 and thereafter he was asked to open Savings Bank Account for crediting his monthly wages and accordingly, he opened a Savings Bank Account on 6-8-2002 in SB account No. 17691 and since July 2002 his wages have been credited to that account and that the second party has not extended him the provident fund, bonus facility and also not paid wages of part time sub staff for 12 hours work per week as per the Bipartite Settlement and thus exploited him in all aspects and that the second party reduced the wages from Rs. 650 to Rs. 400 from 1-7-2003 without any notice and then the Branch Manager of Broadway branch Shri Vasant Kumar Shetty on 13-9-2003 suddenly intimated him not to come for the work from that day and his repeated appeals to him not to terminate his services were not heard and to his written request to the second party to reinstate his services and extend all the benefits are not even replied, he raised the dispute before the ALC(C) Hubli and the conciliation ended in failure and resulted into this reference and that the action of the second party in terminating his services from 13-9-2003 without any notice, notice pay, compensation etc. is against the principles of natural justice and law of the land and award be passed declaring the termination of his services as illegal, null and void, inoperative in law directing the second party to reinstate him with full back wages, continuity of service, ancillary benefits and cost of Rs. 10,000.

3. The second party filed its counter statement through Shri M. Rathnakar Shetty, Deputy General Manager dated 24-11-2005 contending that the second party being a banking institution constituted and functioning under the provisions Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, it has more than 900 branches all over the country and the service condition of the award staff in the bank are governed by Sastry award as modified by Desai award and subsequent Bipartite Settlement between the IBA and the Central Unions. It is further asserted since its Hubli Broadway branch is housed in the corporation building with no water supply, the first party was supplying the water to the said branch and depending on the number of buckets of water brought by him he was paid the water charges and that he was not engaged by the second party in its Broadway branch at Hubli and that the branch manager was purchasing water from the first party from May 2001 to September 2003 paying for the quantity of the water purchased and that he was engaged for cleaning the branch on 9-9-2002, 6-11-2002 to 8-11-2002, 25-11-2002, 8-4-2003, 9-4-2003, 9-5-2003 and on 29-7-2003 and has been paid Coolie ranging from

Rs. 30 to Rs. 50 per day for that work. It is further contended since some other person offered to supply water to the branch at a cheaper rate than first party, purchasing of water from him was stopped from the month of September 2003 as such he being not the workman of the employee of the second party is not entitled for any of the relief.

4. When the matter came to be posted for evidence, on behalf of the second party filing the affidavit dated 8-8-2007 of Shri Ramdev Kamath, S/o Sri Subramanya Kamath, Sr. Branch Manager, Broadway, Hubli for the second party, examining him on oath as MW1 got marked 24 debit and credit vouchers relating to payment made to the first party towards water charges, seven vouchers for having paid the cleaning charges and an extract of the SB account of the first party as Ex. M1 to M3 respectively and in the cross-examination of the first party six vouchers passed by him towards payment have been got marked as Ex. M4 series. Inter alia the first party while filing his affidavit swearing to the facts narrated in the claim statement got marked two documents as Ex. W.1 and W.2 and subjected himself for cross-examination by the counsel appearing for the second party. When the matter came to be posted for arguments, the authorized representative of the first party filed his written arguments whereas, the learned advocate appearing for the second party addressed his oral arguments.

5. On appreciation of the averments made in the claim statement of the first party, counter statement of the second party, the oral and documentary evidence brought on record, in the light of the arguments by the authorized representative for the first party and the learned advocate for the second party I arrived at the conclusion of rejecting the reference for the following reasons :

REASONS

Absolutely there is no documentary evidence in favour of the first party he having joined the services of the second party bank as part time sub staff as claimed in his claim statement and the affidavit filed in support of his claim. On the other hand he having categorically admitted in his cross-examination by the learned advocate for the second party that as there was no water connection to the second party's Broadway branch building and that is why the branch manager had engaged him from May 2001 onwards to fetch water for the bank and he was paid a sum of Rs. 25 for the supply of water per day and taking into consideration the days on which he supplied the water payment used to be made once in a month, it is a clear case that the branch manager of the second party bank since the building was not connected with water facility availed the services of the first party to fetch water on contract

to pay him Rs. 25 per day. The relevant evidence from his cross-examination reads as under :

"Broadway branch of the second party bank is situated at Municipal Corporation building. It is true that there was no Municipal Corporation water connection available to the said building and that is why the bank had to engage somebody to get water from outside. It is true that likewise the bank had engaged me from May 2001 onwards to fetch water for the bank. I was being paid a sum of Rs. 25 for the supply of the water per day. It is true that amount was being paid to me at the end of the month taking into consideration the days on which I supplied the water excluding Sundays. I now see six vouchers for each month for having paid me the charges for supply of water, they are marked at Ex. M4 series".

Under the circumstances first party claim that he joined the second party as a sub staff is bereft of any merit when the evidence on record clearly suggest that he agreed to fetch water to the Broadway branch of the second party bank building for a sum of Rs. 25 per day and the money payable to him for a month has been paid once in a month either taking the voucher or crediting to his SB account, by no stretch of imagination he can be stated as sub staff of the second party or a workman of the second party or there being any relationship of employer and employee between the second party and the first party entitling him the reliefs he has put forward through his claim statement. The transaction between the first party and the branch manager of the second party Broadway branch at Hubli being just a temporary contract for the supply of water on an agreement of Rs. 25 per day there was no need to terminate the services and when he did not agree to supply the water at reduced rate the branch manager asking him to stop the supply of water do not amount to terminate his services to claim the benefit of retrenchment provisions. Hence absolutely I find no merit in the reference and it is liable to be rejected. In the result, I pass the following Award :

AWARD

The reference is rejected and the first party is not entitled for any relief. No costs.

(Dictated to PA, transcribed by her corrected and signed by me on 13-4-2011).

S. N. NAVALGUND, Presiding Officer

ANNEXURE

List of witnesses for Management/2nd party

- (1) Shri Ramdev Kamath, Sr. Branch Manager, Broadway branch, Hubli as MW1

List of documents marked for the second party bank as Ex. M1 to M4 :

- (1) 24 debit and credit vouchers relating to payment made to the first party towards water charges.
- (2) Seven vouchers for having paid the cleaning charges.
- (3) An extract of the SB account of the first party.
- (4) Six vouchers passed by him towards payment for supply of water.

List of witnesses for First party :

Shri Gadagayya P Mathad, workman examined as WW1

List of documents marked for the first party as Ex. W1 to W2 :

- (1) Letter addressed to the Manager and Regional Manager, Vijaya Bank, Hubli dated 23-9-2003 by the first party requesting for reinstatement as part time sub staff and for payment of short paid part time wages etc.
- (2) Saving Bank Account Pass Book of the first party.

नई दिल्ली, 9 मई, 2011

का. आ. 1561.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-II, नई दिल्ली के पंचाट (संदर्भ संख्या 91/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-5-2011 को प्राप्त हुआ था।

[सं. एल-12012/63/2000-आई आर(बी-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 9th May, 2011

S.O. 1561.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 91/2000) of the Central Government Industrial Tribunal/Labour Court-II, New Delhi now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 9-5-2011.

[No. L-12012/63/2000-IR(B-II)]
RAMESH SINGH, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR
COURT-II, KARKARDOOMA COURT COMPLEX,
ROOM NO. 33 (GF), A-BLOCK,
KARKARDOOMA, DELHI**

ID No. 91/2000

Dated, 21st March, 2011

In the matter of dispute between :

Shri B. Ayirathappan,
Through Dy. General Secretary,
Vijaya Bank Workers Organisation,
C/o Vijaya Bank, 17, Barakhamba Road,
New Delhi ... Workman

Versus

The Branch Manager,
Vijaya Bank, V. B. Ram Nagar Branch,
Ram Nagar, New Delhi ... Management

AWARD

The Central Government, Ministry of Labour vide order No. L-12012/63/2000-IR(B-II) dated 22-8-2000 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Vijaya Bank, New Delhi in not refixing/protecting the salary of Mr. B. Ayirathappan, Clerk, Code No. 19223 as per the eligibility to the Ex-serviceman category although he was appointed against the reserved post of Ex-serviceman and all benefits of age relaxation etc. were given to him, is legal and just ? If not, what relief the said workman is entitled to ?”

Statement of claim was filed by the workman. Thereafter, written statement was filed by the management. Vide order dated 11-2-2008 of the Govt. of India this ID was transferred from CGIT-I to CGIT-II. Ever since the transfer of this matter to CGIT-II, none has appeared from the side of the workman. It appears that the workman is no longer interested in the outcome of this reference. In these circumstances, there is no way out except to pass a no dispute award in this case which is passed accordingly. The reference sent by the Central Government stands disposed of accordingly.

Dated : 21-3-2011

SATNAM SINGH, Presiding Officer

नई दिल्ली, 10 मई, 2011

का. आ. 1562.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राजस्थान ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या 19/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2011 को प्राप्त हुआ था।

[सं. एल-12012/119/2003-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 10th May, 2011

S.O. 1562.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 19/04) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Rajasthan Gramin Bank and their workman, which was received by the Central Government on 29-4-2011.

[No. L-12012/119/2003-IR(B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Presiding Officer Sh. N.K. Purohit

I.D. 19/04

Reference No. L-12012/199/2003-IR(B-I)

Dated 26-2-2004

Shri Hanuman Ram Latiyal,
S/o Shri Ramdev Latiyal,
R/o 1/307, Housing Board,
Nagaur (Raj.)-341001.

V/s

The Chairman,
Rajasthan Gramin Bank,
Bharatpur

REPRESENTATIVES:

For the Workman : Sh. R.C. Jain

For the management : Sh. Ajay Gupta

AWARD

(29-3-2011)

The Central Government in exercise of the powers conferred under clause (d) of Sub-section 1 & 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following industrial dispute to this Tribunal for adjudication which runs as under :

SCHEDULE

“Whether the action of the management of Rajasthan Gramin Bank in terminating the services of workman Shri Hanuman Ram Latiyal w.e.f. 6-11-99 was legal and justified ? If not, what relief the workman is entitled to and from which date ?”

2. In brief the facts of the case are as under :

3. The workman was posted as clerk-cum-cashier in the branch of Aravali Kshetriya Gramin Bank who was served with three charge sheets dated 5-12-96, 11-8-98 & 2-8-99 for distinct misconducts mentioned therein. Enquiry Officers were appointed & the workman was prosecuted for the alleged misconducts in the said charge sheets & after conducting the enquiry the enquiry officers submitted their enquiry reports on 7-9-99, 15-9-99 & 6-10-99 respectively. In charge sheet dated 5-12-96 only charges under article 1, 2 (A) & (B), 3(3), 4(1) to (10), 5(A), 6(A) & (B) were found to be proved but in charge sheets dated 11-8-98 & 2-8-99 all the charges against the delinquent were found to be proved.

4. On 12-10-99 a show.cause notice was given to the workman wherein the disciplinary authority proposed the punishment of removal from service without disqualification for future employment in respect of the charge sheet dated 5-12-96. Punishment for stoppage of four annual increments with cumulative effect & punishment of dismissal from service & recovery of 20 thousand Rupees from the workman were proposed in enquiries dated 11-8-98 & 2-8-99 respectively. Vide termination order 6-11-99 the disciplinary authority had passed the composite order of dismissal & recovery of twenty thousand against the workman for all the three enquiries conducted against him. The appeal against the said impugned order 6-11-99 was filed on 2-1-2000 which was rejected on being time barred.

5. The workman raised an industrial dispute against his termination before the Conciliation Officer concerned & on receipt of failure report of the conciliation proceedings the reference for adjudication was made by the appropriate government.

6. The claim statement on behalf of the workman was filed on 7-6-2004 & reply to the claim statement was filed on 23-8-2004. The workman in his claim statement challenged the fairness of all the three enquiries conducted against him, therefore, after hearing both the parties on the issue of fairness of enquiries the then learned Presiding Officer of the Tribunal passed the following order on 20-6-05 :

“To conclude, enquiry dated 5-12-96 is found to be fair & proper, whereas enquiry dated 2-8-99 is found to be defective & bad. So far as the enquiry dated 11-8-98 is concerned, it has been held that vide

punishment order dated 6-11-99, the punishment of dismissal was inflicted on the workman in this enquiry is not permissible & whether the punishment order can be altered is to be considered at the final stage of hearing."

7. An application on behalf of the management seeking permission to lead evidence to prove charges against the workman in charge sheet dated 2-8-99 was moved which was rejected on 7-10-05 because such a plea was not set up by the management in the reply to the statement of claim.

8. Aggrieved with the order dated 7-10-05, the management challenged the said interim order in S.B. civil writ petition 9817/2005 which was dismissed vide order dated 12-5-10. In D.B. special appeal (writ) 408/2010 Hon'ble High Court vide order dated 30-7-10 set aside the impugned order passed by this Tribunal dated 7-10-05 as well as the judgement of the learned single judge dated 12-5-10 & allowed the application dated 2-9-05 submitted on behalf of the management with the direction to decide the matter after affording an opportunity to the parties in the light of the application.

9. In compliance of the above order opportunity was afforded to the management to prove the charges leveled against the workman in charge sheet dated 2-8-99 before the Tribunal.

10. Heard contentions canvassed by learned representative of both the parties & scanned the record. I have also gone through the decisions cited before me as well as written submissions of both the sides.

11. Manifestly, there are three separate enquiries conducted against the workman which are based on distinct misconducts. Enquiry Officers & their respective reports in the enquiries are also separate & impugned termination order dated 6-11-99 has been passed on the basis of findings in all the three enquiries. Vide order dated 20-6-05 enquiry dated 5-12-96 was found to be fair & proper whereas enquiry dated 2-8-99 was found to be defective & bad & as regards enquiry dated 11-8-98, it has been held that the punishment inflicted on the workman is not permissible. In view of above, it would be proper to consider each enquiry separately, therefore, they are dealt with as below :

Enquiry 5-12-96

12. Vide order dated 20-6-05 the enquiry in the charge sheet dated 5-12-96 has been found to be fair & proper.

13. Heard both the parties on merits.

14. The learned representative for the workman has contended that it was not open to the disciplinary authority to impose the graver punishment of dismissal from service in the enquiry dated 5-12-96 contrary to his proposed

punishment i.e. in show cause notice punishment of removal from service without any disqualification for further employment as such impugned order dated 6-11-99 was illegal & unjustified. He has relied on 1982 RLW 472.

15. Per contra, the learned representative for the management has urged that by the final order dated 6-11-99 the proposed punishment in the enquiry dated 5-12-96 has been enhanced & on this ground alone the punishment order dated 6-11-99 cannot be quashed.

16. In 1982 RLW 472 penalty of termination from service was proposed to be imposed in the show cause notice but at the time of passing the final order penalty of dismissal from service was ordered. Hon'ble High Court held the order invalid as it imposes heavier punishment than proposed.

17. In the present matter proposed punishment in enquiry dated 5-12-96 was removal from service without disqualification for future employment under Regulation 30(1) whereas in final order punishment of dismissal under Regulation 30(1)(च) has been inflicted. Both the punishments are different & obviously the punishment of dismissal is grave punishment from one which was mentioned in show cause notice. In the light of decision supra grave punishment could not have been imposed on the delinquent from one which was proposed in the show cause notice. Therefore, punishment of dismissal inflicted vide composite order dated 6-11-99 in respect of enquiry dated 5-12-96 is legally not tenable.

18. The learned representative on behalf of the workman has also assailed the impugned order dated 6-11-99 on the ground that copy of the enquiry reports were not made available & show cause notice was not served upon the workman. There is nothing on record to indicate that show cause notice along with enquiry report was ever received by the workman prior to the termination of his service. He has also contended that before passing final order no opportunity of hearing was given to the workman, therefore, impugned order is invalid & illegal. He has relied on 1998 II LLJ 78(SC), 2008 (118) FLR 112 (SC), 2010 (125) FLR 325 (SC).

19. Controverting the above contention the learned representative on behalf of the management has submitted that the copies of despatch register on record reveal that show cause notice along with enquiry reports was sent to the workman. The show cause notice & its reminder also reveal that the opportunity of hearing was afforded but the workman did not avail the same.

20. In the light of above submissions I have perused the relevant record.

21. In 2008 (118) FLR 1112 it has been observed that copy of the enquiry report is required to be supplied to

the delinquent by the disciplinary authority in order to enable the delinquent to offer his comment. In 2010 (125) FLR 325 Hon'ble Apex Court has observed that where an employee is given an opportunity to submit his reply, the theory of communication cannot be invoked & actual service must be proved & established.

22. In present matter, upon perusal of show cause notice for proposed punishment dated 12-10-99 (p. 675) it appears that enquiry reports were to be enclosed with the said notice and the workman was required to submit the written representation on or before 28-10-99 & for personal hearing he was required to appear on the said date at 11 A.M. As per letter dated 28-10-99 (p. 676) the workman did not submit his representation on 28-10-99 nor he appeared for personal hearing & one more opportunity for personal hearing was afforded for next date i.e. 3-11-99.

23. A perusal of copies of Registered letter despatch Register dated 13-10-99 (p. 671) & dated 28-10-99 (p. 676) & Postal receipts would reveal that two covered envelopes were sent to the workman by registered post. From the said documents it is not established that show cause notice & copy of the enquiry reports were served upon the workman personally. As per show cause notice original copy was endorsed to Branch Manager for delivering the same to the workman. But, there is nothing on record to indicate that notice was sought to be effected on the workman personally by tendering the show cause notice either through the Manager or other staff of the Bank. From the copies of despatch Register & Postal receipt on record actual service of the show cause notice along with enquiry report is not established. The denial of the report of the enquiry is a denial of a reasonable opportunity & a breach of principle of natural justice.

24. The next contention on behalf of the workman was that the conclusions drawn by the enquiry officer are baseless & findings are non-speaking, non-reasoned & perverse. Apart from this he has also considered inadmissible evidence. The enquiry officer has not given any reasoning for his conclusions & without analyzing evidence & application of mind he has mechanically drawn conclusions therefore, punishment cannot be imposed on such finding. In this regard he has relied on 1986 (52) FLR 487 (SC).

25. As against this, learned representative for the management has urged that this Tribunal has held the enquiry dated 5-12-96 as fair & Proper, therefore, the Tribunal has no jurisdiction to sit over the conclusions drawn by the enquiry officer as an appellate authority. The Tribunal cannot reappraise the evidence adduced in the domestic enquiry. He has further urged that in domestic enquiries, charges are not required to be proved beyond reasonable doubt like in criminal cases. In support

of his submissions he has relied on decisions (2008) 3 SCC 729 & (2010) 11 SCC 233.

26. I have carefully considered the rival contentions put forward before me.

27. In (2008) 33 SCC 729 the questions under consideration were whether the Tribunal can reappraise evidence and arrive at findings different from the domestic enquiry & what standard of proof is required in domestic enquiries. Hon'ble Apex Court held that in a case where two views are possible on the evidence on record, then the Industrial Tribunal shall be very slow in coming to a conclusion other than the one arrived at by the domestic Tribunal by substituting its opinion in place of the opinion of the domestic enquiry. Further held that standard of proof in domestic enquiry is preponderance of probabilities & no proof beyond reasonable doubt. In (2010) 11 SCC 233 Hon'ble Apex Court while considering question what amount to perversity held that a perverse finding is one which is based on no evidence or one that no reasonable person would arrive at.

28. It is well settled that the Tribunal cannot substitute its own opinion in place of the opinion of the Enquiry Officer & reappraise evidence as an appellate court. It is also well settled that in domestic enquiry charges are not to be proved beyond reasonable doubt like in criminal cases. But in present matter on going through the Enquiry report it is evident that the enquiry officer has just mentioned the gist of the contentions of the presenting officer thereafter drawn the conclusions without any discussion or analysis of the oral or documentary evidence that was placed before him & without assessment of the evidence in respect of the charges.

29. It is also evident from the report that the enquiry officer did not apply his mind to the evidence. The enquiry report, in a quasi-judicial enquiry must mention the reasons for the conclusions arrived at. Nowhere in the conclusions arrived at with reference to charges under Article 2(B), 2(C), Article 4(1), Article 4(2), 4(7), 4(8), 4(9), Article 6(A)(B) the Enquiry Officer has made reference of oral or documentary evidence on record. In remaining charges under Article 2(A), 3(3), 4(3) to 4(6) & 4(10), 5(A) & (B) he has only made reference about the number of witnesses & documents without appreciating the said evidence.

30. In 1986(52) FLR 467 (SC) it has been observed that a disciplinary enquiry has to be quasi-judicial enquiry held according to the principle of natural justice & the enquiry officer has a duty to act judiciously. It has been further held that where a disciplinary enquiry affects the livelihood & is likely to cast stigma & it has to be held in accordance with the principle of natural justice, the minimum expectation is that the report must be a reasoned one.

31. In instant case the findings of enquiry officer are non-speaking, non-reasoned & without any analysis & assessment of oral or documentary evidence. Conclusions arrived at are not based on judicious appraisal of evidence. Resultantly, being perverse the findings of the enquiry are not sustainable. Even the Disciplinary authority on his part blindly followed the said finding which in turn is in violation of principle of natural justice.

32. For forgoing reasons the entire proceedings of the enquiry dated 5-12-96 is vitiated.

Enquiry dated 11-8-98

33. The delinquent workman was charged with the misconduct of remaining on continuous leave on alleged date without prior intimation to the office. It was an ex-party enquiry and the enquiry officer arrived at the conclusion that all the charges were found proved against him.

34. Upon perusal of the order dated 20-6-05 pertaining to fairness of enquiry it reveals that on behalf of the workman the fairness of enquiry was questioned on the ground that the documents were exhibited by the enquiry officer without recording the evidence. While considering the said contention the then learned Presiding Officer has observed as under :

“submission advanced on behalf of the workman can hardly be maintainable since, it is fairly settled law that preliminary issue of Fairness of Domestic enquiry cannot be raised in the enquiries conducted on the minor misconduct. As such, this submission cannot be maintained at this stage & the workman would be at liberty to raise this objection at the stage of hearing merits of the case.”

But at the stage of hearing on merits no such objection has been raised on behalf of the workman.

35. The learned representative on behalf of the workman has contended that the punishment which has been inflicted vide interim order dated 6-11-99 is graver than the punishment proposed in show cause notice & in order dated 20-6-05 it has already been held that punishment of dismissal in the said enquiry is legally not permissible.

36. The learned representative on behalf of the management has submitted that in order dated 20-6-05, it has already been observed that order of punishment in the enquiry dated 11-8-98 in no manner invalidates the order dated 6-11-99 in its totality.

37. I have given my thoughtful consideration on the above submissions & have gone through the order dated 20-6-05 regarding fairness of the enquiries.

38. The questions which have cropped-up for consideration at the time of considering fairness of the enquiries were whether the order of dismissal passed by the composite order invalidates the order of all the three enquiries & whether the order of dismissal could be passed on the enquiry dated 11-8-98 contrary to show cause notice. In respect to the first question it has already been decided in para 14 of the order dated 20-6-05 that if a proposed punishment has exceeded in one out of three enquiries it does not invalidate the punishment order of dismissal passed in the other two enquiries.

39. As regard second question i.e. whether the order of dismissal could be passed in the enquiry dated 11-8-98 contrary to the show cause notice, it has been observed in para 15 of the said order as under :

“the enquiry dated 11-8-98 the disciplinary authority in the show cause notice has proposed the punishment of stoppage of four increments with cumulative effect but has inflicted the punishment of dismissal which is legally impermissible. But in no manner the punishment order dismissal passed in the enquiry dated 11-8-98 invalidates the order dated 6-11-99 in its totality & it is only confined to the validity of punishment passed in the enquiry dated 11-8-98 & whether the impugned punishment can be altered/modified by this court is a contentious issue which calls for consideration at the final stage of hearing the case on merits.”

40. The said order has not been challenged by either party & the same has attained finality. It had been admitted by the management at the time of passing the said order dated 20-6-05 that this enquiry was conducted on minor misconduct alleged against the workman & it has already been held in the said order that punishment inflicted in the enquiry is legally impermissible.

41. Apart from this, it has already been held that there was no proper service of composite show cause notice & enquiry reports said to be enclosed with it & there was not actual & personal service of the enquiry reports & show cause notice. The right to receive a copy of the enquiry officer's report before the disciplinary authority arrives at its conclusions with regard to the guilt or innocence of the delinquent is a part of his right to defend himself against the charges leveled against him. Non supply of enquiry report amounts denial of reasonable opportunity. Therefore, the whole enquiry is vitiated & no punishment can be imposed against the workman on the basis of such enquiry.

Enquiry dated 2-8-99

42. In compliance of the directions given in D.B. special appeal writ 208/2010 opportunity was afforded to the management to prove the charges against the workman before the Tribunal.

43. The workman was charge sheeted for alleged misconduct under Regulations 17 & 19 of the Aanchalik Gramin Bank Employees Service Regulations, 1982.

44. In charge under Article (1) the alleged misconduct is that the workman mentioned wrong facts in his T.A. Bill with the object of taking undue benefits and in charge under Article 2 the alleged misconduct is that the workman had withdrawn the amount of Rs. 20,000/- unauthorisedly from his own account by misusing his position as clerk-cum-cashier.

Charge under Article 1

45. In the statement of particulars it has been stated that the workman submitted a T.A. Bill 1/99 dated 25-5-99 (Ex-14) claiming a total amount of Rs. 20,000/- which was given to him as T.A. advance. Instead of mentioning particulars regarding actual expenditure incurred he submitted only one ticket DHX 08 5569 dated 5-5-99 (Ex-15) of Bus No. 357 which is for journey from Agra to Jaipur. It has been alleged that in order to misappropriate advance money and to mislead the bank, false facts regarding loss of his ticket & luggage in an incident of robbery in the bus on 5-5-99 were mentioned.

46. Burden was on the management to prove that the above facts mentioned in the T.A. Bill were wrong & they were mentioned with the object to take the undue benefit.

47. In order to prove charges of alleged misconduct in the charge sheet dated 2-8-99 the management produced affidavit of MW-1 Sh. Puroshatam Mittal, MW-2 Sh. Sunil Agarwal, MW-3 Sh. Ghanshyam & MW-4 Sh. Sharad Chauhan & also exhibited documents M Ex-2 to M Ex-19 whereas the workman submitted his own affidavit in his defense. He has not adduced any documentary evidence.

48. MW-1 Sh. Purshotam Mittal who was Manager in the branch at relevant time, has stated in his affidavit that T.A. Bill (Ex-14) was not as per instructions given in circular M Ex-2. The workman did not mention particulars regarding commencement & end of journey, date & time, places visited by him. He did not produce tickets of his family members who accompanied him. Form No. C was also not enclosed with the T.A. Bill. He has further stated that the applicant was asked to furnish the particulars vide head office's letter dated 3-6-99 & subsequent reminders dated 22-6-99 & 13-7-99 (M Exts.-17 to 19). In his cross-examination he admitted that the receipts regarding delivery of letters M Ex-17 to M Ex-19 are not on the record. He has also admitted that T.A. Bill Ex-14 is still pending with the office.

49. MW-2 Sh. Sharad Chauhan who was working as Messenger in the Bari Branch has been examined to prove his signature on the documents M Ex-28 dated 2-8-99 as witness which is a letter of Sh. Suresh Chand Mangal

wherein it is mentioned that the workman was tenant in his house for last four months & he was living alone.

50. MW-3 Sh. Sunil Kumar Agarwal was Manager, Personal & Administration in head office during 10-5-96 to 3-5-03. He has stated that advance for LFC/LTC was sanctioned vide letters dated 9-12-98 (M Ex-4) & dated 13-4-99 (M Ex-8). He has further stated that letters dated 20-4-99 (M Ex-10), dated 3-6-99 (M Ex-17, dated 22-6-99 (M Ex-18), dated 13-7-99 were issued by the head office for furnishing particulars regarding his T.A. Bill.

51. In rebuttal, the workman has stated that he did not mention any wrong fact in his T.A. Bill. He has further stated that while performing journey from Agra to Jaipur by bus No 357 on 5-5-99, his LTC tickets & other documents along with luggage were robbed in an incident of robbery occurred in the bus.

52. The learned representative on behalf of the management has submitted that it is an admitted fact by workman that the amount of Rs. 20,000/- was given to him as an advance money for LTC & T.A. Bill Ex-14 was submitted by him against the said advance. The workman has shown the total amount of LTC advance i.e. Rs. 20,000/- as an expenditure without furnishing any particulars. He has further submitted that as per T.A. Bill four family members had accompanied him in the journey whereas he had submitted only one ticket of the bus for journey from Agra to Jaipur. The workman has stated in his cross-examination that he had also lodged an FIR in respect of incident of robbery but no copy of such FIR has been produced. Further, the workman has also stated that he had told the bus conductor about the robbery of his luggage in the incident but in the FIR lodged by the conductor he has not been named as victim of the said incident. It shows that the workman has concocted the story to misappropriate the amount of LTC advance sanctioned to him.

53. Per contra, the learned representative for the workman has contended that if the T.A. Bill was not as per rules, the management could have rejected the bill but admittedly the bill is still pending. He has further contended that not furnishing particulars in the T.A. Bill cannot be said to be misconduct. From the material on record it is not established that letters & reminders regarding furnishing particulars were received by the applicant.

54. It is not in dispute that the workman was clerk-cum-cashier in the bank's branch at Bari & on his application for LFC/LTC an amount of Rs. 20,000/- was granted as T.A. advance vide office letter dated 24-4-99. It is also not in dispute that against the said amount of advance he submitted a T.A. Bill (Ex-14) along with bus ticket (Ex-15) & claimed an amount of Rs. 20,000/-. In the said T.A. Bill (Ex-14) he has shown father, mother, wife &

son in the column of persons who accompanied him & in column pertaining to particulars of ticket he made endorsement "ticket not available". He has shown the amount of Rs. 20,000/- as travelling fare. He also made following endorsement in the back of the T.A. Bill (Ex-14):

"दिनांक 5-5-99 को राजस्थान राज्य पथ परिवहन निगम की बस नं. 357 में सशस्त्र लुटेरे व्यक्तियों द्वारा की गई लूटपाट में मेरा एल.टी.सी. यात्रा का टिकट, सामान, व नगदी लूट ली गई जिसके परिणामस्वरूप टिकट उपलब्ध नहीं हैं। बस यात्रा का मूल टिकट डी.एच.एक्स. 08.5569 सीट नं. 6 का संलग्न है।"

55. MW-1 Sh. Puroshattam Mittal has not stated in his affidavit that facts mentioned in the T.A. Bill MEx-14 were wrong or false. He has only stated that he did not verify the T.A. Bill as it was not as per circular 72/91 (M Ex-2). In his cross-examination he has admitted that :

"T.A. के तथ्यों के सम्बन्ध में मैंने स्वयं ने जांच की थी। मैंने पाया कि वह अकेले रहते थे। परिवार साथ नहीं रहता था। बैंक के नियम के अनुसार T.A. Bill नहीं था। इसके अलावा मेरे द्वारा जो जांच की गई उसमें अन्य कोई तथ्य उजागर नहीं हुआ जो गलत हो।"

56. MW-3 Sh. Sunil Agrawal in his cross-examination has also admitted :

"Ex 14 में गलत तथ्य सिर्फ यही है कि उसने बिल में यात्रा का कोई विवरण नहीं दिया था। Ex-14 में अंकित बातें A से B गलत हैं। इन तथ्यों बावत बैंक ने कोई जांच की या नहीं ध्यान नहीं। मैंने जांच नहीं की।"

57. The statement of MW-2 Sh. Sharad Chauhan, Messenger letter M Ex-28 only shows that workman was tenant in the house of Shri Suresh Chandra & he was living alone in the said rented house. On the basis of above, it cannot be inferred that other family members did not accompany him during availment of LFC.

58. Thus, there is no positive evidence to establish that the facts mentioned in the T.A. Bill Ex-14 were false.

59. Obviously, the T.A. Bill is not as per circular 22/91 M Ex-2 which envisages that for the purpose of availment of LFC the workman shall produce satisfactory evidence of the actual expenditure incurred either by way of tickets or money receipts giving full particulars. Indisputably, the workman had not enclosed any evidence of the actual expenditure incurred. He had not enclosed tickets of journey. But, if required particulars were not mentioned in the T.A. Bill & T.A. Bill was not according to the circular M Ex-2, the same could have been rejected & as per clause 8.3 of the M Ex-2, the amount of T.A. advance could have been recovered from salary of the employee. Admittedly, the said T.A. Bill is still pending with the

management & yet T.A. Bill has not been rejected. Further, without final finding of the competent authority regarding false T.A. Bill, any charge related to the T.A. Bill being false was premature.

60. The copy of the FIR said to be lodged by the workman as stated by him in his cross-examination has not been produced by him. But by this the management is not absolved from the burden to prove charges. Burden lies on the management to prove charges levelled against a delinquent & delinquent cannot be expected to disprove them. It is well settled that the management must rely on its own strength by adducing positive evidence to establish charges levelled against the delinquent.

61. The management has given much emphasis on FIR M Ex-16 said to be lodged by the conductor of the bus for the alleged incident of robbery. But the author of the said document has not been produced in the evidence to prove its contents. The said FIR has not been referred in the charge sheet. Moreover, in case if it is considered it reveals that incidence of robbery had occurred in the bus No. 397 on 5-5-99 and to this extent it fortifies the version of the workman. Even if non-production of tickets of family members said to be accompanied him & absence of his name in the FIR M Ex-16 create some doubt about the facts mentioned in the T.A. Bill, it is settled law that so suspicion howsoever strong cannot be substituted for proof.

62. Thus, in view of the above discussions, it is held that the management has failed to prove charge under Article 1 of the charge sheet dated 2-8-99. Resultantly, the workman is exonerated from the said charge.

Charge under Article 2 :

63. To prove charge of alleged misconduct under Article 2 the management has examined MW-1 Sh. Parshottam Mittal, MW-2 Sh. Sharad Chauhan & MW-4 Sh. Ghanshyam Meena. In documentary evidence copies of the case book dated 26-7-99 M Ex 20, Daily Cash Balance Book dated 26-7-99 M Ex-21, withdrawal order form M Ex-25, Ledger Register M Ex-26, FIR 355/99 dated 26-7-99 M Ex-27 have been produced.

64. The learned representative on behalf of the management has contended that from the evidence of MW-1, MW-2 & MW-3 & documents produced by the management M Ex-20 to M Ex-32 it is established that this fact was in the knowledge of the workman that as per the directions of the General Manager, there was an endorsement of lien in his ledger book despite this he withdrew the amount without authorization by the Branch Manager on his withdrawal voucher. He has further contended that being an employee of the bank he was required to follow the procedure & Rules of the bank. Even from his own account, he was not entitled to withdraw the amount without authorization of the concerned Manager. The withdrawal of amount from his own account

despite note of lien & without authorization amounts to misconduct.

65. Per contra, the learned representative on behalf of the workman has contended that Bari branch was a very small branch and only two persons i.e. Manager & Clerk-cum-cashier were in the staffs & as per practice the Manager used to sign payment voucher, cash book, ledger etc. at a time only. On withdrawal form the workman inadvertently could not get it signed by the Branch Manager. He has further contended that earlier on 23-7-99 the workman submitted withdrawal voucher for an amount of Rs. 20,000/- but when Branch Manager informed him that by oral directions of the General Manager amount of LTC advance was to be recovered & did not approve withdrawal, the amount was redeposited. But subsequently, when no written directions received up to 26-7-99 the workman had withdrawn the amount. He has also contended that the Branch Manager has tick marked the cash book MEx-20 on 26-7-99 after checking the amount withdrawn for 14 vouchers & closing balance. Even entries of the withdrawal of the amount by the workman in ledger Ex-26 & thereafter entries of the balance have been checked by the Branch Manager. He has further contended that there was no such lien that workman will not operate his own account. He has also contended that in FIR MEx-27 lodged by the management police had submitted final report after investigation & on the protest petition of the management against the final report cognizance was taken but vide order WEx-1 he was discharged in the revision of the said order. Therefore, the charge sheet against the workman on the same facts is not sustainable. He has relied on 1999(3) RLW 1379 & 2000(2) SCC 570.

66. I have given my thoughtful consideration on the submission on behalf of both the parties & perused the relevant record.

67. Burden was on the management to prove that an amount of Rs. 20,000/- was withdrawn without proper authorization & he did so by misusing his official position.

68. In particulars of charge under article (1) it has been stated that despite note of lien in his account, the workman had withdrawn an amount of Rs. 20000/- from his own A/c No. 1448 in the Branch on 26-7-99 without authorisation by misusing his position & made entries of withdrawal in the relevant record & withdrawn the said amount without authorization by the Branch Manager & kept the amount unauthorisedly & left the Branch.

69. It is an admitted fact by the workman that he was working as clerk-cum-cashier in the Bari Branch of the Bank & an amount of Rs. 20,000/- was withdrawn by him through withdrawal order dated 26-7-99 MEx-25 from his account No. 1448 on 26-7-99.

70. The management witness Sh. Purshottam Mittal, who was Branch Manager on 26-7-99 in Bari Branch has stated that he did not authorize the workman to withdraw an amount of Rs. 20,000/- on his payment voucher Ex-25. He has further stated that as per rules payment cannot be made without authorizations by the Manager or authorized person. MW-2 Sh. Sharad Chauhan & MW-3 Sh. Ghanshyam Meena have also deposed that the workman had withdrawn the amount unauthorisedly.

71. Upon perusal of withdrawal order Ex-25 it is evident that it does not bear signature of the Manager in respect of authorization. As per Book of Instructions for Regional Rural Bank Ex-33 payment should be only against cheque/withdrawal/slips/payment voucher which have been duly passed by the Manager/authorized officials under his full signature.

72. A perusal of the above evidence adduced on behalf of the management would reveal that the workman had flouted the instructions contained in M Ex-33 & had withdrawn Rs. 20,000/- from his account without authorization by the Branch Manager.

73. The workman himself has admitted in his cross-examination that amount from bank account cannot be withdrawn without authorization. Admittedly withdrawal of disputed amount was without authorization of the Branch Manager on his withdrawal voucher M Ex 25.

74. Thus, the question survive for consideration in respect of charge under Article 2 is as to whether the workman had misused his position as clerk cum cashier in the said unauthorized withdrawal.

75. A bare perusal of the copies of cash book dated 26-7-97 Ex-20, it reveals that entries of total 14 vouchers were made & then total amount has been shown as Rs. 89,710 (E to F) which include an amount of Rs. 20,000 withdrawn by the workman but against this there is a note "not allowed" & in the note marked K to L it is mentioned "20,000 short voucher No. 14 not passed". In daily cash balance book dated 26-7-99 Ex-21 there is an endorsement :

“शार्ट 20,000 रुपयों के अलावा (E से F) ऊपर दर्ज किया गया समस्त रोकड़ सही पाया गया तथा रोकड़ चार्ज लिया गया”।

In ledger sheet Ex-26 also there is an endorsement :

“महाप्रबन्धक के मौखिक निर्देशानुसार LFC TA Bill उच्च खाते से 20,000 वसतू करना है”।

76. MW-1 Sh. Purshottam Mittal, Branch Manager has stated that in ledger sheet of the workman there was an endorsement of lien despite this he prepared another sheet & carry forwarded the balance & made entries regarding withdrawal of Rs. 20,000 & closed the cash book & daily cash balance book showing the said

withdrawal. In cross he has admitted that an endorsement ('C' to 'D' total 14 vouchers) on Ex-20 was made by him & entries were checked by him & amount Rs. 89,710 in 'E' to 'F' is correct total amount of the vouchers but he has denied that 'I' to 'J' & 'K' to 'L' endorsements were made by him later on. He has further admitted that information regarding note of lien 'A' to 'D' on Ex-20 was not given to the workman.

77. It is an admitted fact by the workman that on 23-7-99 he had withdrawn Rs. 20,000 from his account but when the Branch Manager did not approve the withdrawal then the workman redeposited this amount & made the relevant endorsement 'C' to 'D' " 23-7-99 के withdrawal का भुगतान लेने से प्रबन्धक ने मना कर दिया अतः CB किया " in the ledger sheet Ex-26. Thus, it can be concluded that he was well aware of the fact that he was not authorized to withdraw amount of Rs. 20,000 from his account but he still withdrew this amount again on 26-7-99 without authorization by the Branch Manager. In above factual backdrop it is not believable that authorization on withdrawal voucher Ex-25 could not be obtained inadvertently.

78. Even from argument sake, if it is considered that endorsement of so called lien was made later on by the Manager after verification of the amount of the 14 vouchers then also it will not absolve the workman from the misconduct of unauthorized withdrawal of Rs. 20,000/-.

79. So far as order of discharge vide order Ex-W-1 is concerned the file of the criminal case has no bearing on the question of misconduct in a domestic enquiry. Two proceedings i.e. criminal & domestic enquiry are entirely different and discharge of the workman does not ipso facto absolve him with the liability under the disciplinary proceedings.

80. In view of above discussions, the charge under Article 2 of the charge sheet dated 2-8-99 stands proved & the workman is found guilty for the said charge.

81. Now, the question arises as to what should be proper penalty for the misconduct under Article 2 of the charge sheet.

82. Learned representative on behalf of the workman has vehemently argued, that the workman was working as clerk-cum -cashier in the branch & was holding post of trust & higher standard of honesty & diligence is expected from a bank employee. Withdrawal of amount even from his own account without authorization is a serious misconduct. Therefore, there is no reason to interfere in the order of punishment of dismissal from service. He has relied on (2005) 3 SCC 134, (2005) 10 SCC 84, (1996) 9 SCC 69, (2005) 7 SCC 338.

83. I have gone through the case laws cited on behalf of the management.

84. In (2005) 3 SCC 134 filthy & abusing language was used against a superior officer in the presence of his subordinates. The delinquent workman was also charge sheeted more than once in earlier occasion. Hon'ble Apex Court held that punishment of dismissal from service for using of abusive language cannot be held to be disproportionate. In (2005) 10 SCC 84 Bank Manager withdrew an amount of Rs. 25,000/- unauthorisedly from bank. Later on money was deposited in the Bank with interest. The plea that amount had to be withdrawn in view of urgent requirement for his wife surgical operation & there was no loss to the bank was not accepted. Hon'ble apex Court held the removal from service justified. Similarly, in other case laws (1996) 9 SCC 69, (2005) 7 SCC 338 & (2010) 11 SCC 233 the facts of the cases are distinguishable.

85. This legal position is well settled that discretion u/s 11-A of I.D. Act is not unlimited and can only be exercised in case punishment being so disproportionate to gravity of misconduct so as to disturb conscience of Court or existence of any mitigating circumstances which may persuade to reduce punishment.

86. But in present matter it is a pertinent fact that though the workman had withdrawn Rs. 20,000/- without proper authorization by the Branch Manager but he had made relevant entries in the books of account of the bank about the withdrawal of the amount from his own account without any mens rea. To this extent the finding is also supported by the order Ex.-W-1 of competent Criminal Court. For the misconduct under Article 2 of the charge sheet dated 2-8-99 regarding withdrawal of amount from his account unauthorisedly punishment of dismissal for this technical misconduct is too harsh a punishment.

87. Apart from the above fact, the punishment of dismissal was awarded on the basis of he being found guilty in three separate enquiries but out of three enquiry proceedings in two enquiries i.e. enquiry dated 5-12-96 & enquiry dated 11-8-98 have been held vitiated. Further in third enquiry dated 2-8-99 out of two charges, the workman has been exonerated in charge under Article 1 & only for remaining charge under article 2 i.e. for the unauthorized withdrawal of Rs. 20,000 he has been found guilty. The charge proved against the workman is not such which warrants harsh punishment of dismissal. The said punishment seems to be shockingly disproportionate. Thus, looking to the charge proved against the workman & having regard to facts & totality of circumstances of the case, the interest of justice would be sub served if instead of punishment of dismissal & recovery of Rs. 20,000, the workman be punished for lesser punishment of withholding of three increments with cumulative effect & be reinstated without back wages.

88. In view of above discussions it is held that the action of the management of the bank in terminating the services of the workman w.e.f. 6-11-99 is not justified &

legal. The order dated 6-11-99 imposing punishment of dismissal from service & recovery of Rupees 20,000 is set aside. Instead of dismissal from service lesser punishment of withholding of three increments with cumulative effect is imposed on the workman for the misconduct proved under Article 2 of the charge sheet dated 2-8-99. The workman is entitled to be reinstated with continuity in service. However, he would not be entitled for back wages. The reference under adjudication is answered accordingly.

89. Award as above.

N.K. PUROHIT, Presiding Officer

नई दिल्ली, 10 मई, 2011

का. आ. 1563.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एरनाकुलम के पंचाट (संदर्भ संख्या 31/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-5-2011 को प्राप्त हुआ था।

[सं. एल-12012/65/2007-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 10th May, 2011

S.O. 1563.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 31/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Overseas Bank and their workmen, which was received by the Central Government on 10-5-2011.

[No. L-12012/65/2007-IR(B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT:

SHRI D. SREEVALLABHAN, BSc., LL.B.,
Presiding Officer

(Thursday the 31st day of March, 2011)

ID 31/2007

Workman : Shri K. Unnikrishnan Nair,
Thekkedath House,
Ayyarkulangara, Vaikom,
Kottayam District,
Kerala-686 142
By Adv. Shri Y. Sreekumar

Management : The Chairman-cum-Managing
Director, Indian Overseas Bank,
Head Officer, P.B. No. 3765,
Chennai - 600 002

By Adv. Shri V. Philip Mathews

This case coming up for final hearing on 28-3-2011 and this Tribunal-cum-Labour Court on 31-3-2011 passed the following.

AWARD

This is a reference made under Section 10 (1)(d) of Industrial Disputes Act as to the discharge from service with superannuation benefits of the workman Sri. K. Unnikrishnan Nair by the management bank by way of imposition of penalty in the disciplinary proceedings initiated against him. The reference is:

"Whether the action of the management of Indian Overseas Bank in discharging Shri K. Unnikrishnan Nair, Clerk/Shroff/Typist from service vide order dated 6-11-2006 with superannuation benefits and without disqualification for future employment is just, proper and justified? If not, to what relief the workman concerned is entitled?"

2. The workman joined in service as Clerk on 18-3-1982 in the Chennirkara Branch of the management bank. Afterwards while he was working as Clerk in the Kumbanad branch of the bank Ext. M-33 memo of charges dated 5-12-2005 was served to him on 8-12-2005. The charges under the eight heads levelled against him are:

"1. You have absented from duty unauthorisedly without submission of leave letter or prior intimation or without obtaining proper written sanction of leave from the competent authority for the period from 7-9-2005 to 13-9-2005. You have submitted leave letter only on 16-9-2005 on the date of reporting. You have again absented from duty unauthorisedly from 26-9-2005 to 28-9-2005 and submitted leave letter only on 30-9-2005. Again you have been absenting from duty from 3-10-2005 without submission of leave letter or prior intimation or without obtaining proper sanction from competent authority. You had sent a leave letter dated 3-10-2005, received at the branch on 8-10-2005, requesting for few days leave without mentioning any specific period. Even though the branch had sent a recall notice, you have not reported for duty. Instead, you had forwarded a letter dated 17-10-2005 received at the branch on 23-10-2005 along with a medical certificate dated 3-10-2005. Even in your letter dated 17-10-2005, you have not specified your period of absence. The medical certificate dated 3-10-2005 is forwarded only on 17-10-2005 and

this medical certificate is not acceptable to bank and your absence from 3-10-2005 is treated as unauthorised.

2. On verification of your past leave record, it is observed that it is far from satisfactory. You had earlier been charge sheeted on 4-2-1998 for unauthorized absence and awarded the punishment of warning (vide original order dated 3-4-1998) but you still continue to commit misconduct.
3. Your frequent and long unauthorized absence from duty caused administrative inconvenience and dislocation of normal work in the branch.
4. You have been resorting to excessive outside borrowings for several years. Your SB accounts at Ernakulam and Kochi branches were closed and you were being disbursed through banker's cheque.
5. You had been charge sheeted on 4-2-1998 and punishment of warning was awarded for your excessive outside borrowings vide original order dated 3-4-1998.
6. In spite of clear instruction to guard against such lapses, you have repeated the same misconducts. Two attachment orders dated 27-7-2004 (in OS 1069/97) and 12-7-2004 (in OS No. 200/97) were received at Kochi branch from Munsiff's Court, Ernakulam and Sub-Judge's Court, Ernakulam for Rs. 82,916 and Rs. 16,000 respectively. These attachment orders were for recovery attachment of Rs. 200 each from your salary. Even Kochi branch could not continue to recover the amount as per the attachment orders due to non-sufficient salary and branch had to file an affidavit in the court in this regard.
7. Regional Office vide their letter dated 11-9-2003 had advised you that any repetition of such misconduct will be viewed seriously and a more deterrent punishment will be awarded. Despite this instruction you have borrowed heavily from outside. Vijaya Bank, Mattancherry branch vide their letter dated 10-8-2005 Intimated that you have availed various facilities from that branch and an amount of Rs. 2,64,794.99 is due to them. These facilities are classified as NPA due to non-repayment. Besides, you have given a letter dated 11-3-2005 to Vijaya Bank requesting them to take up with your employer for the speedy recovery of dues payable to them.
8. It is also brought to our notice that Kochi and Kumbanad branches were receiving 20-25 telephone calls from various parties reported to be your creditors enquiring your presence in

the branch. It is also reported by Kochi branch that you are in the habit of leaving the Bank's premises during office hours without seeking permission from your superiors."

3. He was called upon to submit his explanation within 15 days from the date of receipt of the memo of charges. Extension of one month's time was sought for by him to submit the explanation as per Ext. M25(a) letter dated 15-12-2005 but it was rejected. The enquiry was ordered on 19-1-2006. After that on 21-1-2006 he had submitted his explanation denying all the charges levelled against him. The enquiry was commenced on 9-2-2006 and after its completion he was found guilty of the charges of unauthorized absence and excessive borrowings by the Enquiry Officer and thereby the Disciplinary Authority imposed the punishment of discharge from service with superannuation benefits and without disqualification from future employment as per his order dated 6-11-2006. Challenging that order the workman preferred an appeal before the Chief Regional Manager on 19-12-2006 and the appeal was dismissed vide order dated 1-2-2007. Pursuant to the order dated 6-11-2006 he was discharged from service w.e.f. 9-11-2006. Thereby the dispute arose as to the action of the management in discharging him from service which led to this reference.

4. After his appearance before this Tribunal the workman filed claim statement challenging the validity of the enquiry on the ground that it was not properly conducted by affording sufficient opportunity of being heard to him at any stage of the enquiry. His case in a nutshell is that as a part of the harassment and victimisation by superior officers due to personal vengeance false allegations were levelled against him so as to see that he would be thrown out of service. Though he was having continuous service of 23 years earlier there was only one instance of initiation of disciplinary proceedings. It was initiated in the year 1997 for his unauthorised absence and excessive borrowings while he was having family problems due to the abscondance of his wife and mental depression. After that he was working without any complaint and considering his efficiency he was given the computerisation work of the bank in various branches from 2001 to 2005. In the year 2005 as per the Bipartite Settlement an amount of Rs. 38,000 was due to him as salary arrears for the period from 2002 to 2005. But the same was not disbursed to him saying that there was some court attachment orders. But those court orders were for recovery of the amount from his monthly salary. Within a few days after the refusal of payment of the salary arrears explanation was called for from him with regard to anonymous phone calls. Before the expiry of the period of submission of explanation he was transferred from the Kochi branch to Kumbanad branch on 2-8-2005 with a direction to report for duty in the Kumbanad branch on 3-8-2005 violating all the transfer norms prevailing in the

bank and without assigning any reason. His S.B. Accounts at Kochi and Ernakulam Branch were also closed without any prior intimation. After joining Kumbanad branch explanation was submitted along with a complaint against the Branch Manager, Kochi but later the bank denied the receipt of that complaint. After joining Kumbanad Branch the workman was mentally harassed by the Deputy Manager and about which a complaint was sent to Regional Office, Ernakulam. Immediately after the transfer to Kumbanad Branch Vijaya Bank made a complaint against him as to credit card dues on 10-8-2005. It was also included as an item of charge after a period of three months without calling for any explanation from him. As to the availing of leave from 7-9-2005 to 13-9-2005 the workman submitted leave application with medical certificate on 16-9-2005 since he was on sick leave and 14-9-2005 and 15-9-2005 were Onam holidays. Likewise leave letter was sent to the bank on 3-10-2005 as the claimant was undergoing treatment for his ailment. A recall letter to join duty was sent to the workman in a wrong address deliberately and its non-receipt by him was later acknowledged by the bank in a subsequent letter. The Enquiry Officer conducted the enquiry in an illegal manner and entered into the findings without having a proper appreciation of the evidence. The findings of the Enquiry Officer is highly arbitrary, perverse and unsustainable. Even if the charges levelled against him are found to be proved then also the punishment imposed is disproportionate to the gravity of the charges. Ever since his discharge from service on 9-11-2006 he has not been gainfully employed. He is entitled to get festival advance, arrears of salary and back wages.

5. The management bank would contend that the enquiry was properly conducted after affording sufficient opportunity to the workman and without violating the principles of natural justice. The workman had absented from duty from 27-3-1996 to 31-12-1996 due to amputation of his left thumb and subsequent treatment and not due to depression or mental problems. He started treatment for depression only on 27-2-1997. Memo of charges dated 4-2-1998 was issued to him for his unauthorised absence and excessive borrowings and after conducting enquiry he was imposed with the penalty of warning by order dated 3-4-1998. Even after that he was not working without complaints. Salary arrears were not disbursed to him as his salary was not sufficient to satisfy the attachment orders, in EP No. 499/01 in OS 200/97 of the Sub-Court, Ernakulam and EP No. 919/2001 in OS 1069/97 of the Munsiff's Court, Ernakulam. The Regional Manager, Ernakulam received a complaint about the dishonour of cheques issued by him for Rs. 75,000 to one P. V. Jayan and Rs. 50,000 to one S. Padmakumar and the consequent filing of ST 643/97 and ST 910/97 before the Judicial First Class Magistrate Court, Vaikom. The management could not get proper service from him due to the repeated telephone calls from the creditors. He was advised that

there would not be repetition of misconduct vide letter dated 11-9-2003 sent to him from the Regional Office. The Manager of the Vijaya Bank vide letter dated 10-8-2005 informed the Managing Director of the management bank about the overdrawing of Rs. 1,62,924.12 from his SB Account and about the non-payment of any amount towards the secured loan of Rs. 50,621.87 and the overdraft facility of Rs. 51,249 availed by him from that bank. His unauthorized absence intermittently from 7-9-2005 onwards and his other acts and conduct were prejudicial to the interest of the bank which were likely to cause serious loss to the bank. It amounts to gross misconduct in terms of Clause 5(j) of the Memorandum of Settlement dated 10-4-2002. Absence from duty without sufficient ground, neglect of work and incurring excessive debts are the minor misconducts coming under Clause 7(a)(b)(c) and (i) of that settlement which can be attributed to him. Recall letter sent to rejoin duty was returned as he deliberately refused to accept the same. The medical certificates produced by him were unacceptable and a person who issued those certificates were not examined to prove the genuineness. The charges levelled against him were duly proved and hence the Enquiry Officer found him guilty and imposed the penalty. The workman was arrested in connection with proceedings under Section 138 of the Negotiable Instruments Act from the bank premises on 22-6-2006 and later the bank was informed that he was released on bail by the Hon'ble High Court of Kerala vide order dated 26-6-2006. The management has lost its confidence in him and hence he cannot be allowed to continue in service.

6. Since the validity of the enquiry was challenged by the workman the same was considered treating it as a preliminary issue by my learned predecessor in office. For that purpose the Enquiry Officer was examined as MW1 and the Enquiry file and connected documents were marked as Ext. M1 and Ext. M1 series. The enquiry was found to be invalid after holding that it is unsustainable by my learned predecessor in office vide order dated 26-7-2010. After that the management was permitted to adduce further evidence in view of the request made in the written statement and the claimant was also allowed to adduce contra evidence.

7. The points for determination are :

- (1) Whether Shri K. Unnikrishnan Nair, Clerk had unauthorisedly absented himself from attending duty without intimation from 7-9-2005 to 13-9-2005, 26-9-2005 to 28-9-2005 and from 3-10-2005 onwards ?
- (2) Whether there was excessive borrowings by him in violation of the warnings and instructions from the management bank ?
- (3) Whether he had done any act prejudicial to the interest of the bank ?

- (4) Whether there was repeated phone calls from the creditors to the bank enquiring about his presence and whether he was in the habit of leaving bank's premises during office hours without seeking permission ?
- (5) Whether he had committed any act of gross misconduct or minor misconduct by his acts and conduct as alleged by the management ?
- (6) If so, whether the penalty imposed by the management in discharging him from service with superannuation benefits is justified ? If not, what relief the workman is entitled to ?

8. Additional evidence adduced by the parties consists of the depositions of MW2 to MW5, WW1 and Exts. M2 to M-37 and W1 to W4.

9. Point No. 1 : Charges were framed against the workman under eight heads about the commission of acts of gross misconduct coming under Sub-clauses (d), (e), (j) and (p) of Clause-5 of the Bipartite Settlement dated 10-4-2002 and acts of minor misconduct coming under Sub-clause (a), (b) and (l) of Clause-7 of that Settlement. The allegations levelled against the workman in Ext. M-33 charge sheet are that he had done acts prejudicial to the interest of the bank, remained unauthorisedly absent continuously for a period exceeding 30 days, remained absent without leave and without sufficient grounds, disobeyed the reasonable orders of the management to attend duty, committed various acts tarnishing the image of the bank and resorted to excessive outside borrowings. Unauthorised absence and excessive borrowings, disobeying the warning in an earlier disciplinary proceedings as well as the instructions in the circulars and the specific directions given to him are stated to have caused administrative inconvenience, loss to the bank and tarnish of the image of the bank.

10. Disciplinary proceeding was earlier initiated against him for unauthorized absence and excessive borrowings by issuing Ext. M8 memo of charges dated 4-2-1998. The allegation in it as to unauthorised absence is that he was absenting himself from attending duty from 15-9-1997 to 18-12-1997 without applying for leave in advance and without joining duty after sending a recall letter dated 7-10-1997 from the bank. There was also the allegation as to unpunctual and irregular attendance and the unsatisfactory leave record. He was found guilty of misconduct for unauthorized absence and was imposed with the penalty of warning under Clause 17.8(a) of the Bipartite Settlement dated 14-12-1966 by taking a lenient view vide order dated 3-4-1998, copy of which is marked as Ext. M9. There was specific warning that any recurrence of such misconduct would be viewed very seriously and would be dealt with by imposing severe punishments.

11. In the present disciplinary proceedings the allegation about unauthorised absence is as to his non-

attendance without submitting any leave application for the periods 7-9-2005 to 13-9-2005, 26-9-2005 to 28-9-2005 and 3-10-2005 onwards. From 3-10-2005 he was continuously absent and rejoined duty only on 28-11-2005. He is not disputing the non-attendance of duty during those three intermittent periods. His case is that leave applications with medical certificates were submitted by him for granting leave for the periods of his absence. For his absence from 7-9-2005 to 13-9-2005 and 26-9-2005 to 28-9-2005 he had applied for unavailed casual leave on medical grounds. Ext. M5 leave letter is for the period from 7-9-2005 to 13-9-2005. It was submitted only on 16-9-2005 after availing the leave. Ext. M5(a) leave application is for the period from 26-9-2005 to 28-9-2005 and the same was submitted after availing the leave on 30-9-2005. According to the worker Ext. M5 was submitted on 16-9-2005 since 14-9-2005 and 15-9-2005 were Onam holidays and Ext. M5(a) was submitted on 30-9-2005 since there was Bank Employees' strike on 29-9-2005. There is no whisper with regard to the bank employees strike on 29-9-2005 in the claim statement or in the rejoinder. It is during his examination as WW1 the worker has stated that there was Bank Employees' strike on that day.

12. A workman has to apply for leave other than casual leave in advance as per the leave rules, copy of which was marked as Ext. M2. Clause 12.1 of the rules provides that an application for leave is to be made not less than one month before the date from which the leave is to commence, except in urgent cases or unforeseen circumstances including illness when it is not possible to do so. Those two leave applications were not submitted in advance, instead it was submitted only after availing the leave. In such a case the burden is on the worker to prove that it was not possible to submit the leave application due to unforeseen circumstances. It is also to be borne in mind that there was warning in the earlier disciplinary proceedings with regard to the failure to submit the leave application in time.

13. Now it is to be considered whether it was not possible to submit the leave application in time due to illness. Both the leave applications were submitted along with medical certificates seen to have been issued by one Dr. A. V. Mohanan, who is stated to be a registered Homoeopathy Medical practitioner. In both those certificates it is noted that the patient was suffering from back pain, hence advised to take rest. The patient is not seen to have been treated as inpatient. There is nothing to suggest that it was not possible for the patient to make any arrangement for submitting leave application or at least intimate the bank about the availing of leave. There is no case for the worker that it was not possible for him to inform the bank about his illness. Even though challenge is made with regard to the genuineness of those medical certificates there was no attempt on the part of the worker to prove those certificates through the examination of the

Doctor who issued the same. No explanation is also given for the non-examination. Those medical certificates cannot be said to have been duly proved without examining him as a witness. Merely based on those medical certificates it cannot be found that the worker was suffering from any serious illness and hence it was not possible for him to submit the leave applications in advance or without delay. Those two leave applications were forwarded by the Senior Manager of Kumbanad Branch of the bank to the Regional Office, Ernakulam along with Ext. M6 letter dated 7-10-2005 expressing the inability to recommend the leave for the reason of his frequent absence in office and doubt as to the genuineness of the medical certificates.

14. As per Clause 12.4 of the Leave Rules no leave or extension of leave shall be deemed to have been granted unless an order passed and communicated to the employee concerned. Clause 12.5 explicitly states that leave of all kinds cannot be claimed as of right and when the exigencies of service so require discretion to refuse or revoke leave of any description is reserved to the authority granting it and an employee already on leave may be recalled by that authority when it considers it necessary in the interest of the service. Clause 12.30 provides that all sick leave shall be granted on production of a medical certificate acceptable to the Bank.

15. It has come out in evidence during the examination of MW2, the Branch Manager of the Chennerkara Branch of the Bank, who was earlier working as the Kumbanad Branch Manager, that it is the Branch Manager who grants casual leave and all other leave are to be sanctioned by the Regional Office. If the leave application is not forwarded to the Regional Office then the employee can enquire about it in the Regional Office. The leave if granted will be recorded in the attendance register. MW2 has also stated that until the sanctioning of leave the absence of the employee after submitting the leave application will be treated as unauthorised absence.

16. Before getting any information as to granting of leave for the above said periods the workman again absented himself from 3-10-2005 onwards. M5(b) inland letter dated 3-10-2005 was sent through post by the workman to the Senior Manager of the Kumbanad Branch of the bank and it was received on 8-10-2005. Therein request was made for granting a few days leave stating that he was not feeling well. No medical certificate was sent along with that letter. The nature of the leave or the period of leave is not made mention of in that letter. It cannot be treated as a proper leave application. Later on 17-10-2005 Ext. M5(c) letter was sent to the Senior Manager of the Kumbanad Branch for treating his absence from 3-10-2005 as leave on loss of pay on medical grounds and with an undertaking that fitness certificate would be produced after completion of treatment for back pain. Along with that letter a medical certificate appears to have been issued by one Dr. V. V. Anil Kumar, Medical Officer

attached to the Government Ayurveda Hospital, Kaduthuruthy was also forwarded. The medical certificate is dated 3-10-2005. It does not bear any office seal. It was forwarded to the management bank only on 17-10-2005 and no explanation is given by the worker for not sending it earlier. The doctor who issued that medical certificate was not examined. As per that medical certificate it is seen that the worker was advised to take rest for a period of two weeks from 3-10-2005 as he was suffering from lumbar back ache. During the cross-examination of the workman when examined as WW1 it was stated by him that he is unable to say anything about the illness from which he was suffering from 26-9-2005 to 28-9-2005 and from 3-10-2005 without seeing certificate. Further it was stated by him that on 3-10-2005 he was under treatment for 'shosham'. The period of leave is not specifically made mention of in Ext. M5(c). As per the medical certificate the period of rest will be over by 17-10-2005. Even after that he did not join duty. Recall letter was sent from the bank on 17-10-2005 to him stating about his unauthorized absence during the above said periods and also from 3-10-2005 onwards. He was requested to join duty immediately since his absence was causing administrative inconvenience. The [redacted] was produced by the workman and got it [redacted] WW1. It was sent on 17-10-2005 through [redacted] but was returned with the endorsement that 'address incorrect'. Thereby it was sent in the correct address through ordinary post by the bank and the same was received by the worker. Even after the receipt of that letter on 27-10-2005 the worker did not join duty. He had sent a letter dated 3-11-2005, copy of which is marked as Ext. W2, to the Senior Manager of the Kumbanad Branch admitting his absence from 7-9-2005 to 13-9-2005, 26-9-2005 to 28-9-2005 and from 3-10-2005 onwards and stating that he had submitted leave applications for his absence from 7-9-2005 to 13-9-2005 and 26-9-2005 to 28-9-2005 [redacted] the respective dates of reporting duty after availing leave and that medical certificate was being forwarded about the continuation of treatment. No leave application was submitted by him at any time after 17-10-2005. From the copy of the relevant part of the attendance register marked as Ext. M-35 it can be seen that he was absent on all the days during the above said three periods of absence. From Ext. W1 the worker was able to know that no leave was granted and it was treated as unauthorized absence by the bank. No endeavour is seen to have been made by the worker by approaching any superior authority for the granting of leave for those periods. As far as the absence from 3-10-2005 onwards is concerned there was no proper leave application and Ext. M5(c) medical certificate would not go to show that he was under treatment as inpatient during that time. The continuous absence from 3-10-2005 to 28-11-2005 was without submitting any proper leave application. After the letter dated 3-11-2005 there was no intimation as to his absence till he rejoins duty on

28-11-2005. He was absenting himself without proper intimation as to his absence for a long period. The medical certificate stated to have been sent along with Ext. W2 was not brought in evidence. No step was taken for its production from the bank and copy of the same was not produced by him. It is not known whether any such medical certificate was forwarded to the bank as stated in Ext. W2. A worker having such a long term of service cannot be expected to absent himself from attending duties by sending letters in a callous manner without submitting any proper leave application.

17. Even when the disciplinary proceedings was pending he had unauthorisedly absented himself without submitting any leave application and the same is evidenced by Ext. M-19. He was not attending office from 23-6-2006 to 16-8-2006. He was arrested from the premises of the bank on 22-6-2006 in execution of the order awarding the sentence imposed on him in C.C. No. 855/2001 of Judicial First Class Magistrate Court, Perumbavoor and was imprisoned until his release on 26-6-2006 pursuant to the Order dated 26-6-2006 in Criminal Revision Petition No. 2987/2005 of the Hon'ble High Court of Kerala after compounding the offence. Afterwards he is stated to have been taking rest due to lack of sleep, excitement, depression and thereby he got admitted in the Psychiatric Unit of the Medical College Hospital, Kottayam for observation from 4-7-2006 to 10-7-2006. From the discharge card marked as Ext. M20 it is seen that he was having no symptoms/signs suggestive of mental disorders. After the discharge also he did not join for duty. Ext. M21 medical certificate was produced before the bank to satisfy that he was undergoing treatment for 'Shosham' from 10-7-2006 to 14-8-2006. It is seen to have been issued by an Ayurvedic Physician. He was not examined in this case to prove its contents. Anyhow it has not got much relevance as the charge does not relate to the period of absence during that time. But it can also be borne in mind while considering the course of conduct of the worker even at the time when the disciplinary proceedings was pending against him for unauthorized absence.

18. As per Clause 12.1 of the leave rules, order is to be issued on the leave application as soon as practicable and in cases of an urgent nature immediately and if the leave asked for is granted an order showing the date of commencement of the leave and the date on which the employee will have to resume duty shall be issued to him. Clause 12.3 says that if leave is refused or postponed the reason for the refusal or postponement, as the case may be shall be mentioned in the order and a copy of the order to be given to the applicant. MW4 has admitted that no order was passed on Exts. M5 and M5(a) leave applications. With reference to Exts. M5(b) and M5(c) it was stated by him that those are not proper leave applications. In those letters the period for which leave is to be granted is not specified. No request is seen to have

been made in Ext. W2 for granting leave. Exts. M5 and M5(a) leave applications could have been granted or rejected after considering the genuineness of the medical certificates. As per Clause 12.4 of the leave rules no leave or extension of leave shall be deemed to have been granted unless an order to that effect is passed and communicated to the employee concerned. In the decision reported in Madhya Pradesh State Electricity Board and Another V. K. Yadav (2009) 1 Supreme Court (L&S) 353 it was held:

"It is now a well settled principle of law that the failure of disposal of leave application within stipulated time period will not lead to an inference that it was deemed to have been granted and that the question whether leave has been granted or not will depend upon the facts and circumstances of each case".

It is already pointed out that it had come to the notice of the worker that leave was not granted on receipt of Ex. W1 recall letter. Further more as per Clause 12.4 leave is not deemed to have been granted until communication of the order granting leave to the employee concerned.

19. He was absenting himself from duty from 7-9-2005 to 13-9-2005 and from 26-9-2005 to 28-9-2005 without submitting any leave application in advance. Without proof of his illness and inability to submit the leave application before or during the course of availing the leave it is not possible to say that he has not unauthorisedly absented himself from attending the duties. As far as his absence from 3-10-2005 onwards is concerned it was without submitting proper leave application for a long period. By sending Ext. M5(b) and M5(c) which are not proper leave applications it cannot be said that he was not absenting unauthorisedly until he joined duty on 28-11-2005.

20. Point No. 2 : Excessive borrowings by the worker in violation of the specific orders and instructions to the worker are alleged to be another misconduct of the worker. Ext. M4 letter dated 22-10-1998 was produced to satisfy that there was specific instruction in Circular No. 7 dated 30-5-1992 that the employees have to discharge duty with utmost integrity, honesty, devotion and diligence and that outside borrowings, incurring excess debts beyond means will result in number of complaints which would tarnish the image of the bank and is prejudicial to the interest of the bank. It would also go to show that in order to enforce financial discipline on the members of staff who resort to excessive borrowings or guaranteeing pecuniary obligations of another person without permission, administrative debarment for availing loans from the management bank was imposed on such employees. Even before the issuance of Ext. M4, excess borrowings was included as an item of charge in Ext. M8. The same was

admitted to by him and thereby warning was given as per Ext. M9 order. The indebtedness mentioned in Ext. M8 are loan of Rs. 1,25,000 from the Ullala branch of the State Bank of India in the name of his wife on his guarantee, loan from M/s. Manickanamparambil Chitty Fund Pvt. Ltd., Udayamperoor and the overdrawing of Rs. 19,627.87 with interest as on 27-6-1997 from the Ernakulam branch of the management bank. Even after the warning he continued to have the financial liabilities and was also incurring debts by availing loans and otherwise. For that he was given a warning by the management bank through its communication dated 11-9-2003, copy of which is marked as Ext. M-10. It would go to show that he had issued two cheques dated 1-8-2003 for a total sum of Rs. 3,50,000 in favour of Manickanamparambil Chitty Fund and that the two cheques drawn on his savings bank account in the Ernakulam branch of the management bank was dishonoured due to insufficiency of funds. He was informed that his savings bank account in Ernakulam and Kochi branches of the management bank would be closed with immediate effect and was warned that any repetition of the misconduct would be viewed seriously and a more deterrent punishment would be awarded. As per the original of Ext. M11 letter sent to him the management bank called for his explanation with regard to the dishonour of the several cheques issued by him, the excessive borrowings from other financial institutions and regarding the financial commitments relating to the credit card facilities availed from ICICI, SBI, CITI Bank, Standard Chartered Bank etc. It is not in dispute that an amount of Rs. 82,916 was sought to be attached from his monthly salary vide Order dated 27-7-2004 in E.P. 919/2001 in O.S. 1069/1997 of the Munsiff's Court, Ernakulam and an amount of Rs. 16,000 was sought to be attached from the salary as per Order dated 12-7-2004 in E.P. 499/2001 in O.S. 200/97 of the Sub Court, Ernakulam in execution of the decrees in those two cases.

21. On 27-3-2004 he had applied for a loan of Rs. 1,00,000 from the Indian Overseas Bank Staff Co-operative Credit Society Ltd. and the same is evidenced by Ext. M12. From Ext. M13, the copy of the letter dated 4-3-2005 sent by the worker to the Manager of Vijaya Bank, Recovery Cell, Ernakulam it can be seen that the worker wanted Vijaya Bank to approach the management bank to clear the dues from him after the visit of the representative of that bank with the demand to clear it. Ext. M14 is the letter of request sent by the Branch Manager of the Kochi Branch of the Vijaya Bank to the Chairman and Managing Director of the management bank for recovery of Rs. 1,62,924.12 overdrawn by him from that savings bank account through credit card operations, Rs. 50,621.87 as per a secured loan and Rs. 51,249 on the basis of an overdraft facility. From Ext. M15 and M16 it can be seen that the worker was an accused in C.C. 855/2001 filed by one M. K. Varghese before the Judicial First Class Magistrate Court, Perumbavoor

after the dishonour of a cheque issued to him and was arrested in connection with that case. Ext. M22 letter dated 28-1-2010 is produced to satisfy that an amount of Rs. 31,914 is sought to be recovered from the workman by the Indian Overseas Bank Staff Co-operative Credit Society Limited.

22. His total monthly salary was below Rs. 20,000 even in July 2005 as per Ext. M36(b). There is no evidence in this case to prove that he has got any other income from any other source. It is the management which is to decide whether there was excessive borrowings by the worker. MW1 has stated that availing of loan from outside agencies is also treated as excessive borrowings. The worker used to incur debts by availing loans, overdraft facility and cash credit facilities from other banks without the permission of the bank. He was not duly discharging the debts incurred by him. Non payment of the debts even resulted in criminal proceedings ending in conviction and imposition of sentence. Considering the documentary evidence adduced in this case it can very well be held that there was excessive borrowings by the worker.

23. Point No. 3 : From the above discussions on Point Nos. 1 and 2 it can be seen that his acts had caused administrative inconvenience and also tarnished the image of the bank. Hence there is reason to enter into a finding that certain acts of the worker was prejudicial to the interest of the bank.

24. Point No. 4 : Even though there is allegation as to repeated phone calls in the bank from the creditors it is not duly proved in this case by adducing any convincing evidence. There is also no reliable evidence to prove that he was leaving office during office hours without permission.

25. Point No. 5 : Before considering whether the acts and conduct of the worker amount to gross or minor misconduct, it is to be considered whether his case that it is as a part of victimisation the charges were levelled against him so as to see that he will be sent out of service. No reliable evidence was adduced in this case to substantiate the same. There is not even a suggestion with regard to it during the cross-examination of MWs. 1 to 5. Even in the proof affidavit filed by the workman there is no specific allegation as to any harassment or victimisation by any superior officer. On the other hand there is the evidence of MW3 to support the contention in the written statement that the management bank lost its confidence in the worker due to this misconduct.

26. Now it is to be considered whether the conduct of the worker in absenting himself from duty without submitting proper leave applications in time amounts to gross or minor misconduct inviting imposition of penalty as per the terms of the memorandum of settlement dated 10-4-2002, copy of the relevant portion of which was marked

as Ext. M3. There are acts of gross misconduct and minor misconduct which are made punishable. Clause 5 in Ext. M3 dealt with gross misconduct and Clause 7 deals with minor misconduct. In Ext. M33 charge sheet gross misconduct is stated to have been committed under Clause 5 (d), (e) (j) and (p) and minor misconduct under Clause 7 (a) (b) and (l). In the written statement it is under Clause 5 (j) and 7(a), (b), (c) and (l). At the time of argument learned counsel for the management has submitted it to be under Clause 5 (d), (e), (j), (p), 7 (a), (b) and (l). Provisions dealing with unauthorized absence are clause 5 (p) and 7 (a). Remaining unauthorisedly absent without intimation continuously for a period exceeding 30 days amounts to gross misconduct as per Clause 5 (p). Clause 5 (p) in the strict sense is not attracted since it cannot be held that he was absenting himself without intimation continuously for a period exceeding 30 days. Though it is pointed out that gross misconduct was committed under Clause 5 (d), (e), (f), (g) and (j) except as to Clause (e) and (j) evidence is lacking to hold that the worker committed gross misconduct defined in the other clauses. Clause (e) states that wilful insubordination or disobedience of any lawful or reasonable order of the management or of a superior amount to gross misconduct and Clause (j) provides that doing any act prejudicial to the interest of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss amount to a gross misconduct. There is evidence to prove that there was wilful insubordination and disobedience of lawful order of the management by the worker. It can also be held that certain acts of the worker were prejudicial to the interest of the bank. Clause 7 (a) provides that absence without leave or overstaying sanctioned leave without sufficient ground is a minor misconduct. Clause 7 (b) provides unpunctual or irregular attendance. It can very well be held that there was such minor misconduct coming under those two clauses. Clause 7 (l) dealt with excessive borrowings. Incurring of debts to an extent being considered by the management as excessive amounts to a minor misconduct under that provision. Without any hesitation it can be held that the worker committed such a minor misconduct inviting penalty. Hence the worker is found to be guilty of gross misconduct under Clause 5 (e), (j) and minor misconduct under Clause 7 (a), (b) and (l) of the Bipartite Settlement dated 10-4-2002.

27. Point No. 6 : The worker was imposed with the penalty under Clause 6 (d) contained in that memorandum of settlement dated 10-4-2002 by the disciplinary authority. Clause 6 (d) read as follows :

“6. An employee found guilty of gross misconduct may :

- (a)
- (b)
- (c)

(d) be discharged from service with superannuation benefits i.e. Pension and/or Provident Fund and Gratuity as would be due otherwise under the Rules or Regulations prevailing at the relevant time and without disqualification from future employment.

The commission of gross misconduct through the acts of insubordination causing administrative inconvenience and also by the acts prejudicial to the interest of the bank call for the imposition of major penalty on the worker. In the decision reported in Chairman and Managing Director, United Commercial Bank and Others vs. P. C. Kakkar (2003) 4 Supreme Court Cases 364 it was held :

“Every officer/employee of the bank is required to take all possible steps to protect the interest of the bank and to discharge his duties with utmost integrity, honesty, devotion and diligence and to do nothing which is unbecoming of a bank officer. Good Conduct and discipline are inseparable from the functioning of every officer/employee of the bank”.

Further it was held :

“Unless the punishment imposed by the disciplinary authority or the appellate authority shocks the conscious of the court/tribunal, there is no scope for interference. Further to shorten litigation it may, in exceptional and rare cases, impose the appropriate punishment by recording cogent reasons in support thereof”.

On a consideration of the proved gross misconduct and minor misconduct of the workman it cannot be said that the punishment imposed by the management is shockingly disproportionate. Hence he is imposed with the penalty of discharging him from service with superannuation benefits and without disqualification from future employment under Clause 6 (d) of the Memorandum of Settlement dated 10-4-2002. So the management is justified in imposing such a penalty on him.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 31st day of March, 2011.

D. SREEVALLABHAN, Presiding Officer

APPENDIX

Witness for the Workman :

WW1 — K. Unnikrishnan Nair, Workman

Witnesses for the Management :

- MW1 — L. Ramamoorthy, Enquiry Officer.
- MW2 — Augustine Kuruvilla, Branch Manager, Chennerkara Branch.
- MW3 — P. V. Sudhakaran, Chief Manager, Indian Overseas Bank, Chennai.
- MW4 — K. Sreedharan, Retd. Senior Manager, Regional Office, Chennai.
- MW5 — P. K. Ramachandran, Retd. Chief Manager, Regional Office, Ernakulam.

Exhibits for the Workman :

- W1 — Letter dated 17-10-2005 send by Senior Manager, Indian Overseas Bank, Kumbanad, Pathanamthitta to the workman.
- W2 — Photocopy of letter dated 3-11-2005 sent by the workman to the Senior Manager, Indian Overseas Bank, Kumbanad.
- W3 — Photocopy of letter No. RO/SS/72 dated 25-7-2005 from the Chief Officer, Indian Overseas Bank, Regional Office, Ernakulam to the workman.
- W4 — Photocopy of letter dated 22-8-2005 from the workman to the Chief Officer, Indian Overseas Bank, Ernakulam through the Senior Manager, IOB, Kumbanad.

Exhibits for the management :

- M1 — Enquiry File.
- M1(a) — Documents, proceedings and report in the enquiry file.
- M2 — Photocopy of the Leave Rules.
- M3 — Photocopy of the Seventh Bipartite Settlement dated 27-3-2000 and Memorandum of Settlement dated 10-4-2002.
- M4 — Photocopy of the Circular No. IRD/184/19/98 dated 22-10-1998 of Indian Overseas Bank, Central Office, Chennai.
- M5 — Photocopy of the letter dated 16-9-2005 sent by the workman to the Senior Manager, Indian Overseas Bank, Kumbanad.
- M5(a) — Photocopy of the letter dated 30-9-2005 sent by the workman to the Chief/Senior Manager, Indian Overseas Bank, Kumbanad Branch.

- M5(b) — Inland letter dated 3-10-2005 sent by the workman to the Senior Manager, Indian Overseas Bank, Kumbanad.
- M5(c) — Photocopy of the letter dated 17-10-2005 from the workman to the Senior Manager, Indian Overseas Bank, Kumbanad Branch.
- M6 — Letter No. 436 dated 7-10-2005 from the Senior Manager, IOB, Kumbanad to IOB, Regional Office (Staff), Ernakulam.
- M7 — Letter dated 7-11-2005 from the Sr. Manager, IOB, Kumbanad to IOB, Regional Office (Staff), Ernakulam.
- M8 — Carbon copy of the Charge Sheet No. RO/SS/118/98 dated 4-2-1998 from the Chief Regional Manager and Disciplinary Authority to the workman.
- M9 — Carbon copy of the Order No. RO : SS : 4 dated 3-4-1998 from the Chief Regional Manager and Disciplinary Authority to the workman.
- M10 — Photocopy of letter No. RO/SS/50/2003-04 dated 11-9-2003 from the Chief Manager IOB, Regional Office, Ernakulam to the workman.
- M11 — Letter No. RO/Staff dated 19-4-2004 from the Chief Officer, IOB, Regional Office, Kochi to the Kochi Branch.
- M12 — Photocopy of the loan application dated 27-3-2004.
- M13 — Photocopy of letter dated 4-3-2005 from the Workman to the Manager, Vijaya Bank, Recovery Cell, Ernakulam.
- M14 — Letter No. CHN : BM : ADV : 1946/2005 dated 10-8-2005 from Vijaya Bank, Mattancherry to the Branch Manager, IOB, Mattancherry.
- M15 — Photocopy of Warrant of arrest in C.C. 855/2001 against the workman from the Judicial First Class Magistrate Court, Perumbavoor.
- M16 — Photocopy of Order dated 26-6-2006 of the Hon'ble High Court of Kerala in Crl. R.P. No. 2987 of 2005.
- M17 — Letter No. O 436 dated 23-6-2006 from the Senior Manager, IOB, Kumbanad to the Chief Manager (Admn.), IOB, Regional Office, Ernakulam.

M18	—	Letter dated 24-7-2006 from the workman to the Chief Manager IOB, Regional Office, Ernakulam through the Sr. Manager, IOB, Kumbanad.	M29	—	Letter No. 47 dated 13-5-2006 from the Sr. Manager, IOB, Kumbanad to the Manager/Chief Manager, IOB, Regional Office (SS), Ernakulam.
M19	—	Letter dated 16-8-2006 from the workman to the Sr. Manager, IOB, Kumbanad.	M29(a)	—	Letter dated 13-5-2006 from the workman to the Disciplinary Authority (PVS), Staff Section, Regional Office, Ernakulam through the Sr. Manager, IOB, Kumbanad.
M20	—	Discharge Card of I.P. No. 30795 dated 10-7-2006 of the workman issued from the Medical College Hospital, Kottayam.	M30	—	Letter No. RO/SS/2006-07 dated 30-5-2006 from the Chief Manager and Disciplinary Authority, IOB, Regional Office, Ernakulam to IOB, Kumbanad Branch.
M21	—	Medical Certificate dated 14-8-2006 issued by Dr. N. K Vasan, Sree Krishna Ayurveda Hospital, Vaikom.	M31	—	Letter dated 14-6-2006 from the Sr. Manager, IOB, Kumbanad to the Manager/Chief Manager, IOB, Regional Office (Staff), Ernakulam.
M22	—	Photocopy of the letter dated 28-1-2010 from the IOB, Staff Co-operative Credit Society Limited, Chennai to the Chief Manager, Regional Office, Ernakulam.	M31(a)	—	Letter dated 14-6-2006 from the workman to the Disciplinary Authority, IOB, RO, Ernakulam through the Senior Manager, IOB, Kumbanad.
M23	—	Medical Certificate of the workman dated 22-4-1997 issued by Dr. P. V. Balan, District Medical Officer of Health, Ernakulam.	M32	—	Letter No. RO/SS dated 17-6-2006 from the Chief Manager, IOB, Regional Office, Ernakulam to IOB, Kumbanad Branch.
M24	—	Letter dated 21-1-2006 from the workman to the Chief Officer (DA) IOB, Regional Office, Ernakulam through the Senior Manager, IOB, Kumbanad.	M33	—	Charge Sheet No. RO/SS/91/2005-06 dated 5-12-2005 from Chief Manager & Disciplinary Authority, Indian Overseas Bank, Regional Office, Cochin to the workman.
M25	—	Letter dated 16-12-2005 from the Sr. Manager, IOB, Kumbanad to IOB, Regional Office (Staff), Ernakulam.	M34	—	Letter No. RO/SS/dt. 22-6-1998 from the Deputy Chief Officer to the workman.
M25(a)	—	Letter dated 15-12-2005 from the workman to the Chief Officer (Disciplinary Authority) IOB, Regional Office, Ernakulam through the Senior Manager, IOB, Kumbanad.	M35	—	Photostat copy of attendance register of IOB, Kumbanad Branch for the period from August 2005 to November 2006.
M26	—	Letter dated 23-1-2006 from the Senior Manager, IOB, Kumbanad to IOB, Regional Office (Staff), Ernakulam.	M36	—	Salary details of the workman for the period from January 2003 to December 2003.
M27	—	Letter dated 25-4-2006 from IOB, Kumbanad to IOB, Staff Department, Regional Office, Ernakulam.	M36(a)	—	Salary details of the workman for the period from January 2004 to December 2004.
M27(a)	—	Letter dated 25-4-2006 from the workman to the Disciplinary Authority, Chief Officer, P & D, RO through the Senior Manager, IOB, Kumbanad.	M36(b)	—	Salary details of the workman for the period from January 2005 to July 2005.
M28	—	Show cause notice-cum-Notice of personal hearing No. RO/SS/1/2006-07 dated 5-5-2006 from IOB, Regional Office, Ernakulam, Cochin to the workman.	M37	—	Salary particulars of the workman for the period from August 2005 to November 2006.

नई दिल्ली, 10 मई, 2011

का. आ. 1564.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 83/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-5-2011 को प्राप्त हुआ था।

[सं. एल-12011/239/2003-आई आर(बी-II)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 10th May, 2011

S.O. 1564.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 83/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the management of Indian Bank and their workman, received by the Central Government on 10-5-2011.

[No. L-12011/239/2003-IR(B-II)]
RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

Wednesday, the 20th April, 2011

PRESENT:

A. N. JANARDANAN, Presiding Officer

Industrial Dispute No. 83/2009

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their Workman).

BETWEEN

The General Secretary,
Indian Bank Employees Association
No. 60/B, Bajanaikoil Street,
Choolaimedu,
Chennai-600 094 ... 1st Party/Petitioner

Versus

The General Manager,
Indian Bank, Head Office,
Industrial Relations,
Personnel Department,
Chennai-600 001 ... 2nd Party/Respondent

APPEARANCES:

For the 1st Party/Petitioner : Sri R. Sekar, Authorized Representative

For the 2nd Party/Management : M/s T. S. Gopalan and Co., Advocates

AWARD

The Central Government, Ministry of Labour vide its order No. L-12011/239/2003-IR(B-II) dated 22-10-2009 referred the following industrial dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is :

“Whether the action of the management of Indian Bank in withdrawing the Daftary Allowance in respect of Sri N. Swaminathan, Daftary w.e.f. August 1997 is legal and justified? What relief the workman concerned is entitled to?”

2. After the receipt of industrial dispute, this Tribunal has numbered it as ID 83/2009 and issued notices to both sides. First party appeared through his authorized representative and Second party through Advocate and filed their Claim, Counter and Rejoinder Statement as the case may be.

3. The contentions in the Claim Statement briefly read as follows :

ID was raised on 15-6-2002 against the unilateral withdrawal of Daftary Allowance in 1997 paid as permanent allowance to workman N. Swaminathan, Sub-Staff, Myladuthurai Branch of Respondent/Bank who was working in an extension counter at AVC College as Daftary. The withdrawal of Daftary allowance was refused to be reconsidered. The extension counter at AVC College was one among the two such extension counters. The first Senior Sub-Staff was assigned the Daftary work in the Myladuthurai Main Branch and was drawing Daftary Allowance on a permanent basis. The second Senior Sub-Staff was assigned Daftary work at Nakkambadi extension counter and was drawing Daftary Allowance on a permanent basis. The third Senior Sub-Staff, N. Swaminathan was working in AVC College extension counter as Daftary and was drawing the allowance on a permanent basis. In August 1997 the extension counter at Nakkambadi was upgraded as full-fledged branch. On request from Sub-Staff Members basis on seniority criterion the second Senior Sub-Staff at Nakkambadi working as Daftary was transferred to AVC College extension counter on payment of Daftary Allowance. But N. Swaminathan was taken back to Myladuthurai Branch and Management unilaterally withdrew his Daftary Allowance which was being received as permanent allowance. Though he was paid Cash Peon Allowance later the same cannot justify unilateral withdrawal of

Daftary Allowance. The matter was taken up with the Zonal Management of Pondicherry whereunder in Neyveli Branch in the same situation having regard to the permanent nature of Daftary Allowance the same was not withdrawn which recommended restoration of Daftary Allowance to Swaminathan, which was not responded to. Union represented on 8-12-1999 to the General Manager and Asstt. General Manager of the Bank for a relief for which also there was no response. Refusal of the allowance is perverse. Hence the claim under the reference.

4. Counter Statement allegations bereft of unnecessary details are as follows :

Subordinate Staff are governed by a single scale of wages with a provision for payment of Special Allowance for performing certain kinds of work, they are paid Special Allowance. In every branch one staff is expected to perform the work of a Daftary with payment of Daftary Allowance. The senior most Sub-Staff in the branch, as a rule will be entitled to Daftary Allowance. Except in the case of appointments like Agricultural Assistant or Driver who are paid Special Allowance applicable to the post, when any Award Staff is, under special circumstances required to perform a work carrying Special Allowance he will cease to be entitled to payment of Special allowance when he is not required to perform that special work. In other words a transferred member receiving Special Allowance for attending work carrying Special Allowance will no longer be eligible for the allowance if in the transferred branch he is not required to perform such special work. Extension work or satellite office opened with a view to render more effective service to any special establishment or an institution located near a branch is only an extended limb of the concerned base branch. At Myladuthurai branch the senior most Sub-Staff, Sri S. Sundararaj was getting Daftary Allowance. One extension counter in AVC College and Satellite Office in Nakkambadi attached to Myladuthurai branch were opened, where the concerned workman and K. Manoharan, two senior most Sub-Staff below S. Sundararaj were put on duty as Daftary with Daftary Allowance. The Special Allowance was for doing Daftary work and not as senior most Sub-Staff in a branch. Their entitlement to Daftary Allowance was only so long as they were required to do Daftary work. In August, 1997 with the upgradation of Nakkambadi Office as a Branch Manoharan and Swaminathan on an option to continue as Daftary having declined the next optee Sub-Staff not already in receipt of Daftary Allowance was made to work as Daftary in Nakkambadi. Between the workman and Manoharan the senior Manoharan was posted to AVC College Extension Counter with Daftary Allowance. The workman was recalled in August 1997 to Myladuthurai Branch whereas the senior most Sub-Staff was already drawing Daftary Allowance thus discontinuing the Daftary Allowance to the workman from August, 1997. In 2004 with the opening of an extension counter of Myladuthurai

Branch in Dharmapuram Adhinam Madam the workman was posted there as Daftary with Daftary Allowance. There reference is after a period of 6 years which is not to be countenanced. The claim is devoid of merits. The payment of Daftary Allowance to Sub-Staff in extension counter and satellite office cannot be equated to the payment of Daftary Allowance to the senior most in a base branch.

5. Rejoinder allegations in a nutshell are as follows :

Work in the extension counters was permanent and hence the Daftary Allowance paid is permanent in nature. The workman was not offered the post of Daftary in Nakkambadi Branch. If offered he would have accepted. Denial of Daftary Allowance from 1997 to 2004 is not rectified. Payment of Daftary Allowance continuously in extension counters establishes the permanent nature of Daftary work hence the claim is justified.

6. Points for consideration are :

- (i) Whether the withdrawal of Daftary Allowance from N. Swaminathan w.e.f. August 1997 is legal and justified ?
- (ii) To what relief the concerned workman is entitled ?

7. Evidence consists of Ex. W1 to Ex. W4 on the petitioner's side and Ex. M1 to Ex. M4 on the Respondent side. No testimony was adduced on either side.

Points (i) and (ii) :

8. Heard both sides and perused the records, documents, evidence and written submissions on behalf of the petitioner. The precise contentions of the Petitioner Association are that there is no evidence to show that post of Daftary in Nakkambadi Branch was declined by the workman when offered. Management was out to accommodate Mr. Manoharan at AVC College Extension Counter and deprived Daftary Allowance to the concerned workman. Payment of Daftary Allowance at the extension counters shows that the allowance is permanent in nature. The workman has been wrongfully deprived of the allowance in victimization and unfair labour practice. He has also been denied the Cash Peon Allowance since he preferred claim for continued payment of the Daftary Allowance withdrawn by the Management deliberately to harass him.

9. The contra arguments on behalf of the Respondent are that the senior most post Peon is always designated as Daftary and there is minimum one Daftary in each branch. Temporary Daftarries are to get the Daftary Allowance only when they act as such. When shifted from Temporary Daftary Post he is not entitled to Daftary Allowance. Extension Counter is not a branch. For a wrong payment as Daftary Allowance made in a branch the claim

cannot be founded. A right cannot blossom from a mistaken act or conduct by allowing the mistake to reign in perpetuity.

10. The case of the petitioner association is that the workman has been discriminated in the matter of payment of Daftary Allowance. Again according to the Petitioner Association the Daftary Allowance is permanent in nature even in an extension counter. This could be found to be belied from the fact that when the Nakkambadi Extension Counter was upgraded to a full-fledged branch the Management took steps to appoint a permanent Daftary there after calling for options from Manoharan and the workman, both of whom are alleged to have denied to work there upon which a third person in the rank list was appointed there and Manoharan was posted at AVC Extension Counter. The concerned workman was then recalled to Myladuthurai Main Branch instantaneously withdrawing his Daftary Allowance. The specific case of the workman is that no option was called for from him which if was called for he would have opted to work in Nakkambadi Branch. This case of the workman is not denied in the Counter Statement. It is also not proved by the Respondent that option was called for from the workman. Therefore, there seems to be some force in the contention on behalf of the petitioner that the Management has been out to discriminate him and deny him the Daftary Allowance. Since Manoharan is senior to the concerned workman while there cannot be any flaw or irregularity in appointing him at AVC College Counter that is not to be a matter running against the Management. But it is for the Management to prove that if and in spite of option called for from the concerned workman he has not given option to work at Nakkambadi Branch and he was recalled back to the Myladuthurai Branch wherefrom his Daftary Allowance was withdrawn even without providing Cash Peon Allowance. It shows some discriminatory treatment towards workman from the Management. Wrong payment of Daftary Allowance at another branch cannot be a right under which the workman could claim Daftary Allowance at a branch where it is not permissible in accordance with the rules or practice. However, on the aspect that if option had been called for from the workman who would have accepted the option and worked at Nakkambadi Branch and he would have continued to work there and receive the Daftary Allowance but opportunity thereto having been deprived to him due to option not being called for from him in the absence of proof by the Management that it was so done the Management should be burdened with the liability of Daftary Allowance to the workman. It is on that score alone and not on any ground that once a temporary Daftary continued to receive Daftary Allowance it becomes a permanent allowance forming part of his salary and the same cannot be withdrawn. Hence the payment of Daftary Allowance is to be restored to the workman as though the workman on exercise of option to be posted at

Nakkambadi branch on its upgradation worked there from the date of the said upgradation. Accordingly, it is held that the withdrawal of Daftary Allowance from the workman is not legal and justified. The Management is ordered to restore the same to the workman with effect from the date it is withdrawn.

11. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 20th April, 2011).

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

Documents Marked :

On the Petitioner's side :

Ex. No.	Date	Description
Ex. W1	08-12-1999	IBEA/GEN/248/98-00 to General Manager (P & HR) HO Indian Bank regarding non-payment of Daftari Allowance to N. Swaminathan, Myladuthurai.
Ex. W2	20-01-2000	IBEA/GEN/265/98-00 to AGM (P & HR) Indian Bank regarding non-payment of Daftari Allowance to N. Swaminathan, Myladuthurai.
Ex. W3	15-06-2002	IBEA/GEN/98/2001-03 to Assistant Commissioner of Labour (Central) © Chennai on the above issue.
Ex. W4	23-07-2003	IBEA/GEN/09/2003-05 to Assistant Commissioner of Labour (Central)—reply to Management letter dated 16-05-2003.

On the Management's side :

Ex. No.	Date	Description
Ex. M1	12-05-2000	Letter from Zonal Manager to Asstt. General Manager (IR & HRD), Chennai.
Ex. M2	30-12-2002	Letter from Circle Head to AGM (IR & HRD), Chennai-I.
Ex. M3	—	I Bipartite Settlement Extract-Chapter V - Page No. 20, 21, 22, and 23.
Ex. M4	—	IV Bipartite Settlement Extract-Page 300, 301 etc.

नई दिल्ली, 10 मई, 2011

का. आ. 1565.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 62/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-5-2011 को प्राप्त हुआ था।

[सं. एल-12012/68/2009-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 10th May, 2011

S.O. 1565.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 62/2009) of the Central Government Industrial Tribunal-cum-Labour Court No.-I, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 10-5-2011.

[No. L-12012/68/2009-IR(B-II)]
RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH

Case I. D. No. 62/2009

Sh. Vikram Chand,
S/o Late Sh. Banarsi Dass,
P.T.S. Workman,
C/o Bhartiya Mazdoor Sangh,
Parade, Jammu

... Applicants

Versus

The Zonal Manager,
Punjab National Bank,
Highland Tower,
Bahu Plaza, Jammu

... Respondent

APPEARANCES:

For the Workman : Sh. M. R. Dhiman

For the Management : Sh. B. L. Jain

AWARD

Passed on 8th April, 2011

Government of India, Ministry of Labour and Employment vide Notification No. L-12012/68/2009-IR(B-II) dated 18-1-2010 referred the following industrial dispute to this Tribunal for adjudication.

"Whether the action of the PNB Management of the Zonal Manager Punjab National Bank, Bahu Plaza Jammu not appointing Sh. Vikaram Chand S/o Late Banarasidas as part-time sweeper (PTS) was justified. What relief the workman is entitled to and from which date?"

The only controversy in this industrial dispute and reference is whether management was justified for refusal for appointment of the workman on the ground of higher educational qualifications. The workman in his statement of claim has stated that he was illegally not considered for the post of Safai Karamchari. It is contended that he joined the respondent service in October, 2004 against the post of Sh. Malkiat as he was absent from duty. He worked up to 1-3-2007 when his services were illegally terminated. He was not considered for the permanent appointment on the ground of higher educational qualifications.

The management opposed the claim by filing written statement and stated that he was appointed as Safai Karamchari. His services were terminated because the appointment of sweeper on part time basis is only confined to those candidates who have not studied beyond 4th class standard or to those candidates who have even no formal education.

From the pleadings of parties the dispute in nutshell is that the services of the workman were terminated on the ground that he appeared in class 8th examination. This controversy seems to be over by the act of management itself. Under Right to Information Act, information were sought by the workman from the management regarding the educational qualifications of Sh. Shamsher Singh, Sh. Ram Lal, Sh. Sadiq Hussain, Sh. Manohar Lal, Sh. Naveen Mattoo, Smt. Asha Devi, Smt. Banso Devi and Smt. Kamla Devi. This Tribunal also directed the management to inform about the education qualifications of above mentioned persons who are working in the similar position as was the workman. The information given by letter dated 11-1-2011 specifically makes it clear that Sh. Ram Lal and Sh. Sadiq Hussain are 8th pass, Sh. Manohar Lal is 9th pass and Sh. Shamsher Singh, Sh. Naveen Mattoo and Smt. Asha Devi are 4th pass. Accordingly, the decision of management for terminating the services of workmen was arbitrary and against the policy adopted by the management for appointment of part-time sweepers (PTS). Moreover, the work to which workman was engaged was of perennial nature. This work was being done by some another sweeper after the termination of service of workman. I am

enable to understand how the higher education that two 8th class barred a workman to perform the sweeping work specially under the circumstances where the management has permitted another persons of the same category who were 8th and 9th passed to work as part time sweepers. This Act of management was and is against the right to equality as protected under Articles 14, 15 and 16 of the Constitution. This act of the management is also violative of right to life and personal liberty which is protected under Article 21 of the Constitution. Accordingly, the termination of workman was bad and illegal. The termination was also arbitrary being against the provisions of Articles 14, 15, 16 and 21 of the Constitution. The only remedy for redressal of grievances of workman lies in his reinstatement on the same position he was working prior to his termination with the direction to the management to consider his case for appointment of PTS on the same way as the cases of Sh. Ram Lal, Sh. Sadiq Hussain and Sh. Manohar Lal were considered. The management is directed to implement the operative portion of this award within one month from the date of publication of Award. This reference is accordingly answered. Let Central Government be approached for publication of Award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 10 मई, 2011

का. आ. 1566.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल बैंक ऑफ एग्रीकल्चर एंड रूरल डेवलपमेंट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट [संदर्भ संख्या-2 (सी)/2009] को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-5-2011 को प्राप्त हुआ था।

[सं. एल-12011/77/2008-आई आर(बी-11)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 10th May, 2011

S.O. 1566.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No. 2 (C)/2009] of the Industrial Tribunal, Patna (Bihar) as shown in the Annexure, in the industrial dispute between the employees in relation to the management of National Bank of Agriculture and Rural Development, and their workmen, which was received by the Central Government on 10-5-2011.

[No. L-12011/77/2008-IR(B-II)]
RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD, PATNA

Reference Case No. 2(C) of 2009

Between the management of National Bank of Agriculture and Rural Development, Bihar, Regional Office, Mauryalock Complex, Patna and their workman Shri Umesh Kumar, represented by the President, Nabard Employees Association, C/o Nabard, Mauryalock Complex, B. Block, Patna.

For the Management : Dr. S. P. Verma and Sri S. K. Pandey, Representatives.
For the Workman : Sri B. Prasad, President of Nabard Employees Association.
Present : Harish Chandra Singh, Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna, Dated the 18th April, 2011

By adjudication Order No. L-12011/77/2008-IR(B-II) dated 15-5-2009, the Government of India, Ministry of Labour, New Delhi has referred under Clause (d) of Sub-Section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity), the dispute between the management of National Bank of Agriculture and Rural Development, Bihar Regional Office, B Block, Mouryalock Complex, Dak Bunglow Road, Patna and their workman Shri Umesh Kumar, represented by the President, Nabard Employees Association, C/o Nabard, Mouryalock Complex, B Block, Patna to this Tribunal for adjudication on the following :

"Whether the action of the management of Nabard in imposing a penalty of reduction of Pay by three stages on permanent basis on Shri Umesh Kumar, Development Assistant (Secretariat) is legal and justified? What relief the concerned workman is entitled to?"

2. Admitted facts are that Umesh Kumar (hereinafter called the workman) was appointed and joined as Typist in service of National Bank for Agriculture and Rural Development, Bihar Regional Office, Patna (hereinafter called Nabard) on 20th April, 1984. On 1-9-2006 he was issued a chargesheet. The workman replied to the charges. The management decided to hold domestic enquiry and for that purpose Enquiry Officer and Presenting Officer were appointed. The workman participated in the domestic enquiry. The Enquiry Officer having conducted the enquiry submitted his report with his findings that the charges.

against the workman were proved. It is also admitted that during the enquiry before the Enquiry Officer the workman was represented by his representative. After submission of report and findings of the Enquiry Officer the workman submitted his comment on the findings of the Enquiry Officer. The General Manager passed final order dated 30-4-2007 imposing punishment on the workman under the provisions of rule 47(1) of Nabard [Staffs Rules, 1982 read with Rule (47)(b)]. In the punishment the Pay of Workman was reduced by three stages on a permanent basis from the date of passing of final order. It was further ordered that the reduction shall have the effect of postponing his future increment and his next increment shall fall due to him after expiry of three years from the date of passing the final order subject to the provision of Nabard Staff Rules, 1982.

3. Though this is a case of an individual workman but his case has been espoused and contested by Nabard Employees Association. Statement of claim and rejoinder to written statement of the management has been filed by Sri B. Prasad, President of Nabard Employees Association. The case of the workman has been stated elaborately in these two pleadings. The case of the workman is that he was elected as General Secretary of Nabard Employees Association, Patna during the year 2000-2001. He used to take-up the cause of workmen with utmost sincerity and devotion. It is alleged that the management hatched a well planned conspiracy to victimize the workman to curb the Trade Union activities. Further his case is that the General Manager while issuing charge sheet, appointing the Enquiry Officer, Presenting Officer and passing the final order failed to discharge his duties as a quasi-judicial authority. The powers of issuance of charge-sheet, appointment of Enquiry Officer, imposition of punishment by way of final order are quasi-judicial functions and are vested in disciplinary authority. The General Manager never acted as disciplinary authority and always acted as the General Manager of Nabard. During the entire domestic enquiry proceedings the workman was never supplied any paper showing that Sri M. M. Mishra, General Manager was ever appointed as Disciplinary Authority. The General Manager always acted in his Administrative capacity and it has been pleaded that he could not exercise the powers of Disciplinary Authority. It is pleaded that final order passed by him on 30-4-2007 is neither legal nor justified and also beyond his jurisdiction. The workman being aggrieved and dissatisfied with order of the General Manager preferred an appeal before the Appellate Authority who also failed to apply his mind properly and agreed with the final order passed by the General Manager.

Further the case of the workman is that the Enquiry Officer acted with close mind and biased approach. The Enquiry Officer did not conduct the domestic enquiry fairly and properly and ignored the rule of evidence. The findings of the Enquiry Officer suffer from perversity. The Enquiry

Officer deliberately ignored the rules of evidence and Principles of Natural Justice. Prayers have been made on behalf of the workman to set aside the order dated 30-4-2007 and to direct the management to pay the amount of salary deducted on account of lowering the salary with interest @12% per annum.

4. The case of the management has been stated in written statement (reply to the statement of claim) as also reply to the rejoinder of the workman. It is alleged that the workman was appointed in the services of the Bank on 20th April, 1984 as a Typist. His services were not satisfactory. He failed to maintain the discipline and decorum of the office by being absent from his desk without permission and not reporting on time. He did not complete work assigned to him in time. The workman conducted himself in an irresponsible manner inspite of being made aware of the seriousness of work assigned to him. As a result show cause notices dated 26-7-2005 and 23-5-2006 were issued to him. The workman was advised to improve his performance on the basis of confidential report for year 2004-05 and 2005-06. He did not improve his conduct and performance despite counselling by Senior Officers like Sri Md. Ehtesam, Deputy General Manager on 10-8-2004 and by Sri S. P. Bhandare, Deputy General Manager on 22-8-2005. Show Cause notices were issued. The reply to show cause notices were not found satisfactory. Hence charge sheet dated 1-9-2006 were issued. He was charged with the following allegations that on 8th June, 2005 he did not complete the work assigned to him and remained absent from his desk from 3.45 P.M. to 5.30 P.M., he returned to office at 5.30 P.M. and asked for permission to do overtime to complete the assigned work. On 22nd June, 2005 he refused to type two pages in Hindi assigned by Shri Rajib Mishra, Asstt. G. M. On 12th January, 2006, 23rd March, 2006 and 25th March, 2006 he was assigned to cover important meetings and typed proceedings of the meeting, he attended the meetings but did not type proceedings in time. On 5th April, 2006 and 8th May, 2006 he did not attend meetings assigned to him. His daily Output was very low. He did not turn on the computer. He remained absent from his desk during office hours on 40 days between 22-8-2005 to 1-10-2005 on dates and time mentioned in Appendix to charge sheet. He was absent without leave on 11th March, 2006 and 29th March, 2006. And thus he was charged that :

- (a) He violated Rules 26, 38 read with Rule 47(1) of the NABARD (Staff) Rules, 1982 by defying Superiors.
- (b) He committed the following acts of misconduct in terms of Rule 47(1) of the NABARD (Staff) Rules, 1982 :
 - (i) His conduct amounts to negligence in work.

- (ii) His conduct amounts to dereliction of duty and unauthorised absence from duties.
- (iii) His conducts amounts to in subordination.
- (iv) His conduct amounts to acts and omission which are not in the interest of NABARD.

The reply of the workman to the charges were not found satisfactory. Domestic Enquiry was ordered. During the course of domestic enquiry sufficient documentary and oral evidence was produced in support of charges. His misconduct was proved during the enquiry. The enquiry was conducted in accordance with the principles of natural justice. The workman was given an opportunity of being heard at every stage. The workman replied to the show cause notice, chargesheet etc. In the domestic enquiry he was represented by his representative and the witness examined by the management were cross-examined by his representative. Further the case of the management is that the fact the workman was elected as General Secretary of the Union has nothing to do with the disciplinary action taken against him by the management. The allegation of conspiracy by the management against the workman is denied. It is pleaded that Enquiry Officer was all along just, fair and neutral in the conduct of Enquiry and he conducted the enquiry fairly. The General Manager is a competent authority for employees in Group B and Group C. In this regard reference has been made to Head Office Circular No. 59/PPD-25/2004 dated 23rd March, 2004. It is pleaded that the competent authority imposed the penalty after taking into consideration all the findings recorded by the Enquiry Officer and gravity of the misconduct proved. Each and every point raised by the workman was duly considered by the competent authority. In fact the competent authority took into consideration the age of the petitioner and passed lenient punishment. Appellate Authority also independently examined the appeal and after considering all material facts dismissed the appeal.

4. On the basis of the pleadings of the parties following points have emerged in this reference for decision :

- (i) Whether the disciplinary action including the initiation of the departmental proceeding, issuance of charge sheet and passing of final order by way of punishment was done by Competent/Disciplinary Authority.
- (ii) Whether the domestic enquiry was conducted fairly and unjust manner ?
- (iii) Whether the workman was penalised and victimised for his trade union activities.

- (iv) Whether the punishment of reduction of pay by three stages on permanent basis is legal and justified ?

- (v) To what relief the workman Sri Umesh Kumar is entitled to ?

5. **Point No. (i) :** The case of the workman is that General Manager, who issued charge sheet, appointed Enquiry Officer, appointed Presenting Officer and passed the final order did not act as Disciplinary Authority. He did all these activities in the capacity of the General Manager of NABARD. It was argued on behalf of the Union that the power and functions of issuance of charge sheet, appointment of Enquiry Officer and imposition of punishment by way of final order are quasi-judicial functions and are vested in Disciplinary Authority. It was argued that the General Manager never acted as Disciplinary Authority. He always acted as the General Manager in his Administrative capacity and in that capacity he could not exercise the power of Disciplinary Authority. It was also argued that the workman was never supplied any paper showing that Sri M.M. Mishra, General Manager was ever appointed as Disciplinary/Competent Authority.

It was argued on behalf of the management that according to National Bank of Agriculture and Rural Development (Staff Rules, 1982) (hereinafter referred to as NABARD Staff Rules) competent authority has powers to initiate Departmental Proceeding, formulate charges and pass final order imposing punishment. Definition of competent authority has been given in Rule 3(i) of the NABARD Staff Rules. This definition of Competent Authority was amended with the approval of the Board's of Director. This amendment of Competent Authority was circulated as Circular No. 53 dated 17th February, 2004. According to amended definition of the competent authority General Manager Incharge of Personnel Administration or in case there is no General Manager incharge of Personnel Administration, Deputy General Manager Personnel Administration in the case of Employees in Group B and C working at the Regional Office and Sub-Office under the control of the Regional Office shall be competent authority. Obviously General Manager incharge of the Personnel Administration is the competent authority according to NABARD Staff Rules. In this case admittedly charge sheet was issued by Dr. M. M. Mishra, General Manager. Enquiry Officer was also appointed by the General Manager. After submission of enquiry report the final order imposing punishment was also passed by the General Manager. Thus in this case the order initiating the Departmental Proceeding was passed and charges have been framed by the General Manager, Enquiry Officer was appointed by the General Manager, and the final order was passed by the General Manager imposing punishment

and according to NABARD Staff Rules, General Manager is competent authority.

6. When an authority is competent authority or Disciplinary Authority according to concern Service Rules he can act as Disciplinary Authority or Competent Authority with designation by which he has been appointed Competent Authority or Disciplinary Authority in the concerned Rules. While an Authority acts as Disciplinary Authority/Competent Authority his designation does not change as Disciplinary Authority/Competent Authority. I do not find any force in the argument that General Manager acted as General Manager in Administrative capacity while issuing charge sheet, appointing Enquiry Officer and passing final order imposing punishment.

7. Point No. (ii) : The case of the workman is that the Enquiry Officer did not hold the domestic enquiry fairly and properly and also ignored the Rules of Evidence. He acted with closed mind and biased approach, while conducting the Domestic Enquiry. Further the case of the workman is that the findings of the Enquiry Officer suffer from perversity. The case of the management is that the domestic enquiry was conducted in just and fair manner. The Enquiry Officer has all along been just, fair and neutral in the conduct of enquiry. He acted in accordance with the principles of natural justice. The workman was given full opportunity to reply/disprove the charges against him. The workman actually replied to the show cause notice, charge sheet etc. During the domestic enquiry he was represented by his representative. The witnesses were cross-examined by the representative of the workman.

In this regard the workman examined as W.W.1 has stated that the Enquiry Officer did not conduct the domestic enquiry properly and fairly. The Enquiry Officer took decisions under the advice of Senior Officers and did not consider points raised by or on behalf of the workman.

8. I have carefully considered the plea of the workman that the enquiry was not conducted by the Enquiry Officer in just and fair manner. I have perused the record of domestic enquiry. It appears that the workman submitted his reply to the charge sheet, he cross-examined the witnesses produced on behalf of the management through his representative. There is nothing on record to show that the enquiry was not conducted in just and fair manner. The pleadings and evidence of the workman in this regard are very vague, general and sweeping in nature. There is no pleading and no evidence at all, as to how the domestic enquiry was not held properly and fairly. W.W.1 has only stated this much in his evidence that the Enquiry Officer took decisions in consultation with Senior Officers. This is vague statement. There is no indication as to what decision was taken by the Enquiry Officer in consultation with the Senior Officers and if at all which Senior Officer was consulted. No conclusion that the enquiry was not

conducted in just and fair manner can be arrived at on such vague evidence. Therefore I have come to the conclusion that in this case Domestic Enquiry was conducted properly and fairly.

It was argued on behalf of the workman that the findings of the Enquiry Officer suffer from perversity. His findings are not based on evidence. However this part of argument was not elaborated. It was not argued and explained as to which findings is not based on evidence and which finding of the Enquiry Officer is perverse. I have carefully examined, the record of the Domestic Enquiry. Each and every finding of the Enquiry Officer is based on evidence. He has considered the evidence and has discussed the same in detailed manner. He has also considered the defence of the employees also. Detailed discussion of Evidence is in paragraph 8 of the Report of the Enquiry Officer running into 8 Sub-Paragraphs.

Having considered the Report of the Enquiry Officer, I am of the view that none of the findings of the Enquiry Officer is perverse.

9. Point No. (iii) : The case of the workman is that he has been victimised for his Trade Union activities. He was elected General Secretary of NABARD Employees Association, Patna for the period 2000-01. As General Secretary of NABARD Employees Association he espoused the cause of the workmen with utmost sincerity and devotion. Due to which he became an eye sore of the management and with a view to curb the Trade Union activities, the management hatched a well planned conspiracy to victimise the workman on one pretext or other. In his evidence the workman, W.W.1 has stated that he was General Secretary of the Union for the period 2000-01. He was chargesheeted after five years of his leaving the office of the union. Thus in this case the workman was office bearer of the Union/Association much before the chargesheet in question. He received his chargesheet in 2006 and disciplinary proceeding was stated. He was office bearer of the Association/Union in 2000-01. Admittedly there is a gap of about five years in the Trade Union activities of the workman and the disciplinary proceeding. Thus there is no nexus between the disciplinary proceeding and the activities of the workman as a Trade Union Leader. I do not find any substance in these allegations that he was victimised for his activities as a Trade Union Leader.

10. Point No. (iv) : The case of the workman is that the punishment imposed upon the workman is neither legal nor justified and also beyond the jurisdiction of the General Manager.

The order imposing punishment is highly erroneous in nature and the order of punishment is illegal and unjustified. It is excessive and punitive in nature. The punishment is so harsh that the workman has been put to a loss of Rs. 13000 (Rs. thirteen thousand) per month. It

has shattered economic condition of the workman and he is facing acute financial hardship in maintaining his family.

The case of the management is that while passing final order of punishment the competent authority considered each and every point raised by the workman. Having regard to the gravity of the charges proved, the order of punishment was passed. Having considered the age of the employees, the competent authority took lenient view and passed lenient punishment.

The workman has assailed the punishment awarded to him on two grounds :

Firstly it is illegal and Secondly it is unjustified.

Firstly let us examine the legality of the punishment.

The workman has been awarded punishment that his pay be reduced by three stages on a permanent basis from the date of passing of the order. The order further says that the reduction shall have the effect of postponing his future increment and his next increment shall fall due to him after expiry of three years from the date of passing final order. The operative portion of the final order reads as thereunder :

"I, therefore, order that in terms of the provisions of Rule 47(1) of the NABARD (Staff) Rules, 1982, read with Rule (1)(b) *ibid*, his pay be reduced by 03 (three) stages on a permanent basis from the date of passing the final order. The reduction shall have the effect of postponing his future increments and his next increment shall fall due to him after expiry of 03 (three) years from the date of passing the final orders subject to the provisions of the NABARD (Staff) Rules, 1982".

This order purports to have been passed under rule 47(1) of the NABARD (Staff) Rules, which reads as hereunder :

"(1) Without prejudice to the provisions of other Rules, an employee who commits a breach of the Rules of the National Bank, or who displays negligence, or indolence or who knowingly does anything detrimental to the interests of the National Bank or in conflict with its instructions, or who commits a breach of discipline or is guilty of any instructions, or who commits a breach of discipline or is guilty of any other act of misconduct, shall be liable to the following penalties :

- (a) reprimand;
- (b) delay or stoppage of increment or promotion;
- (c) degradation to a lower post or grade or to a lower stage in his increment scale;

(d) recovery from pay of the whole or part of any pecuniary loss cause to the National Bank of the employees;

(e) dismissal".

Rule 47(1) lays the punishment which can be imposed on an employee of NABARD who is guilty of negligence or indolence or knowingly does any thing detrimental to the interest of Bank or in conflict with instructions or who commits a breach of discipline or is guilty of other acts of misconduct. Under Rule 47(1)(b) punishment of delay or stoppage of increment or promotion is permissible. Under Rule 47(1)(c) degradation to a lower post or grade or to a lower stage in his incremental scale is permissible. The Representative of the workman/union argued that punishment of reduction of pay by three stages on a permanent basis is not permissible under Rule 47(1)(b). It is only delay or stoppage of increment or promotion which can be a legal punishment under Rule 47(1)(b). The representative of the workman/union argued that at best the punishment awarded would be covered under Rule 47(1)(c).

It is important to examine whether competent authority/Disciplinary Authority has been vested with the powers to impose the penalty which has been imposed by him. If the Disciplinary Authority has been vested with the powers under the Rules to impose penalty actually imposed by him, it hardly matters as to he has referred to wrong or right Rule or clause of the Rule in order imposing penalty. Wrong mentioning of the Rule under which punishment has been imposed does not make the punishment illegal. Under Rule 47(1)(c) the competent authority has powers to impose penalty of degradation to a lower state in the incremental scale of delinquent employees and that is the punishment awarded in this case. Thus the punishment imposed by the competent authority in this case is very much within the powers vested in him. Even if he mentioned clause (b) of rule 47(1) in place of clause (c) it does not make the order illegal. All that is material is the powers of the competent authority to impose the punishment and permissibility of the punishment under the Rules, which is very much present in this case. I have therefore come to the conclusion that the punishment imposed in this case is not illegal.

Now it is to be examined whether the punishment imposed upon the workman is too harsh and excessive and disproportionate to the guilt of the workman. In this regard the case of the workman is that the punishment is excessive and highly punitive in nature. The workman is suffering with financial hardship in maintaining his family. His salary has been lowered down by more than Rs. 13,000 per month. In this regard the case of the management is that having regard to age of the workman the competent authority took a lenient view and lenient punishment was passed. To support the case of the management a decision

of the Hon'ble Apex Court in *Managing Director, Bala Saheb Desai Sahakari S. K. Ltd., Vs. Kashi Nath Ganpati Kambale* (2009) 2 SCC-288 has been cited. In that case also the workman was found guilty of indiscipline, absenteeism, reporting late to work etc. He was dismissed from service. However the Tribunal passed Award of his reinstatement with continuity of service with 50% back wages, as punishment of termination was found disproportionate to the charges of misconduct levelled. The Hon'ble Apex Court disapproved the forfeiture or 50% back wages saying that it was not adequate punishment. The Hon'ble Apex Court said that in a case of this nature he should have been awarded some punishment in lieu of order of dismissal. The Hon'ble Apex Court held.

"15. Indisputably, the Labour Court while exercising its jurisdiction under Section 11-A of the Industrial Disputes Act was entitled to consider as to whether the punishment awarded is wholly disproportionate to the delinquent employee or not but it is well known that the discretion vested in it must be exercised in a judicious manner. The Labour Court ordinarily should not interfere with the discretion exercised by the employer unless the same is found to be inconsistent with the provisions of a statute or otherwise perverse or unjust. It may be true that in terms of the Model Standing Order framed under the Industrial Employment (Standing Orders) Act, 1946, ordinarily fine for wrongful absence was to be imposed but in this regard the number of occasions on which the workman had remained on unauthorised absence was also required to be taken into consideration. In this case, apart from remaining unauthorisedly absent without leave, the respondent had been charged with indiscipline at the work place. He not only was found guilty of remaining unauthorisedly absent but also guilty of misbehaviour with his superiors, leaving place of work early without permission and without leave, signing the muster for showing presence although he was absent.

16. Forfeiture of 50% back wages, in our opinion, thus, was not an adequate punishment. In a case of this nature, he should have been awarded some punishment in lieu of the order of dismissal and furthermore, the question as to whether the respondent was entitled to the full back wages or not should have been considered on the basis of the materials brought on record by the parties."

In the present case the charges against the workman are similar to the charges levelled against the workman in the aforesaid case. In this case charges against the employee are of indiscipline, absenteeism, reporting late to work, Leaving office desk during office hours etc.

In *Ram Anuj Pandey Vs. State of Madhya Pradesh and Ors.* (2009) 7 SCC-page 284, the Hon'ble Apex Court quoted with approval law stated in *B. S. Chaturvedi Vs. Union of India* (1995) 6 SCC-749-

"18. A review of the above legal position would establish that the disciplinary authority, and on appeal the appellate authority, being fact-finding authorities have exclusive power to consider the evidence with a view to maintain discipline. They are invested with the discretion to impose appropriate punishment keeping in view the magnitude or gravity of the misconduct. The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mould the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, impose appropriate punishment with cogent reasons in support thereof."

In short this is the legal position about the judicial review of the punishment imposed by the Disciplinary Authority. It is well settled that the power of Labour Court and/or Industrial Tribunal in terms of the Industrial Disputes Act, 1947 to interfere with quantum of punishment although can not be denied, but it is also well settled principle of law that the said power should be exercised judiciously.

In the case inhand punishment of reduction of pay of the employee by three stages on a permanent basis has been passed. It has also been made clear in the punishment order that reduction shall have the effect of postponing his future increments and his next increment shall fall due to him after expiry of three years from the date of passing the order subject to the provisions of NABARD (Staff) Rule. It has been pleaded that the punishment is excessive and has created financial hardship to the workman. But the workman examined as W.W.1 has not stated anything about his financial hardship. He has stated only this much that by the punishment his salary has been lowered by Rs. 13,000. But he has not stated about any hardship or financial hardship in maintaining his family. Every financial punishment has some elements of financial hardship. That is the punishment. If the employee is guilty of misconduct levelled against him and order of punishment has been passed he will have to bear the sting of the punishment. In my considered opinion the punishment awarded to the workman in this case is not excessive and there is no need to interfere with the punishment.

Evidence has been adduced on behalf of workman that his work was appreciated by NABARD on several occasions and he was given certificate. In this regard four certificates have been filed, which are Exts. W/8, W/9, W/10 and W/11. Certificate W/8 shows that he was awarded first place in Hindi debate competition in the year 1991, Ext. W/9 is the certificate that he was awarded first place in Hindi a short Essay competition in 1995, Ext. W/10 and W/11 are certificates to the effect that he was awarded first place in Hindi Typing competition in 1996 and 1997 respectively. These Certificates relate only to competition in remote past and are not connected with the work of employee. These certificates are not related with the appreciation of the work of the concerned workman. These Certificates have no bearing on the disciplinary proceeding as well as quantum of punishment awarded to the concerned workman.

12. Point No. (v) : In the light of aforesaid findings the workman is not entitled to any relief.

13. In the light of aforesaid discussions and findings I have come to the conclusion that the action of the management of NABARD in imposing a penalty of reduction of pay by three stages on permanent basis on Shri Umesh Kumar, Development Assistant (Secretariate) is legal and justified. He is not entitled to any relief.

14. And this is my Award.

Dictated and Corrected by me.

HARISH CHANDRA SINGH, Presiding Officer

नई दिल्ली, 10 मई, 2011

का. आ. 1567.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, जयपुर के पोस्ट (संदर्भ संख्या सीआईटी 49/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-5-2011 को प्राप्त हुआ था।

[सं. एल-12012/38/95-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 10th May, 2011

S.O. 1567.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CIT 49/95) of the Industrial Tribunal, Jaipur now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 10-5-2011.

[No. L-12012/38/95-IR (B-II)]
RAMESH SINGH, Desk Officer

अनुबन्ध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं. सी.आई.टी. 49/95

रैफरेंस :

केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश क्र. एल-12012/38/95-आई.आर. (बी-2) दिनांक 20-7-1995

श्री गोविंद नारायण शर्मा पुत्र श्री जगदीश प्रसाद शर्मा, निवासी-पुजारियों का मोहल्ला, पी.ओ. मालपुरा, जिला-टोंक।
... प्रार्थी

बनाम

क्षेत्रीय प्रबन्धक, बैंक ऑफ बड़ौदा, आनंद भवन, संसारचन्द्र रोड, जयपुर।
... अप्रार्थी

उपस्थित

पीठासीन अधिकारी : श्री जी. के. गौड़, आर. एच. जे. एस.

प्रार्थी की ओर से : श्री एम. एफ. बैंग

अप्रार्थी की ओर से : श्री तेज प्रकाश शर्मा

दिनांक अवाई : 24-1-2011

अवाई

1. केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली ने उपरोक्त आदेश के जरिये निम्न विवाद इस न्यायाधिकरण को अधिनिर्णय हेतु निर्देशित किया है :

“Whether the action of the management of Bank of Baroda in terminating the services of Shri Govind Narayan Sharma casual workman w.e.f. 26-5-1990 and considering him for empanment for permanent absorption in terms of the approach paper circulated by the Ministry of Finance in 1990 is legal and justified ? If not, what relief is the said workman entitled to ?”

2. प्रार्थी श्रमिक की ओर से विवाद की पुष्टि के अपना स्टेटमेंट ऑफ क्लेम पेश किया गया जिसके संक्षिप्त तथ्य इस प्रकार हैं कि प्रार्थी अप्रार्थी संस्थान में सन् 1985 से 1990 तक आकस्मिक श्रमिक के रूप में कार्य कर रहा था। नियुक्ति तिथि से प्रार्थी लगातार कार्य कर रहा था किन्तु अपार्थी के अधिकारियों ने दिनांक 26-5-1990 से प्रार्थी को कार्य देना बंद कर दिया अर्थात् सेवा मुक्त कर दिया, उस समय प्रार्थी से कनिष्ठ श्रमिक अप्रार्थी बैंक में कार्य कर रहे थे तथा उसे सेवा से अलग करने के बाद दैनिक काम करने के लिए नये श्रमिकों को रखा है, इस प्रकार प्रार्थी की सेवा मुक्ति के समय अधिनियम की धारा 25-जी व के तहत कोई बरिफ सूची भी जारी नहीं की। प्रार्थी को सेवा मुक्त करने के पश्चात् जो कार्य प्रार्थी करता

था उस-कार्य के लिए नये श्रमिकों की भर्ती की है जो धारा 25-एच का उल्लंघन है। अतः सेवामुक्ति आदेश अनुचित व अवैध बताते हुए प्रार्थना की कि सेवामुक्ति आदेश दिनांक 26-5-1990 को अनुचित व अवैध घोषित किया जावे, प्रार्थी की सेवाएं निरन्तर मानते हुए समस्त पिछला वेतन व अन्य लाभ दिलवाये जाने का अवार्ड पारित किया जावे।

3. अप्रार्थी का जवाब है कि प्रार्थी ने एम.आई. रोड, जयपुर शाखा में 1985 से 1990 के मध्य कुल 95 दिन के लिए पूर्णतया अस्थाई तौर पर दैनिक आधार पर कार्य किया था। इस दौरान प्रार्थी को आकस्मिक कार्यों हेतु नियमित स्टाफ की अनुपस्थिति अथवा अवकाश पर जाने के कारण रखा गया था तथा उसके कार्य की प्रकृति पूर्णतया अस्थाई थी और उसकी सेवाएं अतिरिक्त कार्य की समाप्ति के बाद स्वतः ही समाप्त हो गई थीं, अतः प्रार्थी का यह कथन कि बिना कारण उसे सेवा से पृथक् कर दिया, गलत है। अप्रार्थी का जवाब में कथन है कि जब प्रार्थी का कार्य समाप्त हुआ उस समय बैंक में प्रार्थी से कनिष्ठ कोई श्रमिक कार्यरत नहीं था, न ही किसी अन्य कर्मचारी को कार्य पर रखा गया। अप्रार्थी बैंक का कथन है कि नियमित स्टाफ की नियुक्ति के लिए नियम एवं प्रक्रिया अलग है एवं इसके लिए प्रार्थी का नाम जिला नियोजन कार्यालय द्वारा प्रायोजित होना आवश्यक है तथा ऐसे उम्मीदवारों का नियमित चयन समिति द्वारा साक्षात्कार लिया जाकर योग्यतानुसार चयन किया जाता है। आकस्मिक श्रमिक पर अधिनियम के प्रावधान नहीं होते अतः धारा 25-जी व एच अधिनियम के प्रावधानों का कोई उल्लंघन नहीं हुआ है न ही किसी श्रम कानून का उल्लंघन किया गया है। अतः प्रार्थी का क्लेम खारिज होने योग्य बताया।

4. साक्ष्य में प्रार्थी गोविंद नारायण स्वयं का शपथ पत्र पेश हुआ है जिससे अप्रार्थी प्रतिनिधि ने जिरह की है। अप्रार्थी की ओर से श्री विष्णुदत्त विजयवर्गीय का शपथ पत्र पेश हुआ है जिससे प्रार्थी प्रतिनिधि ने जिरह की है।

5. मैंने उभय पक्ष के प्रतिनिधिगण की बहस सुनी, पत्रावली का अवलोकन किया, प्रार्थी की ओर से लिखित बहस भी पेश की गई है जिसका भी अवलोकन किया गया। प्रार्थी प्रतिनिधि के तर्क हैं कि प्रार्थी की प्रथम नियुक्ति 8-8-85 को अप्रार्थी के अधीन दैनिक वेतन भोगी सपरारी के पद पर हुई थी और दिनांक 26-5-90 तक उसने बैंक में कुल 173 दिन कार्य किया था तथा बिना कोई कारण बताये व बिना कोई आरोप पत्र दिये दिनांक 26-5-90 को प्रार्थी श्रमिक को सेवामुक्त कर दिया। प्रतिनिधि प्रार्थी का कथन है कि प्रार्थी को सेवा-मुक्त करने से पूर्व कोई वरिष्ठता सूची प्रकाशित की गई न ही लास्ट-कम-फर्स्ट-गो के सिद्धान्त का पालन किया और इस प्रकार अधिनियम की धारा 25-जी एवं 25-एच के प्रावधानों का स्पष्ट उल्लंघन किया गया है। प्रतिनिधि का तर्क है कि अप्रार्थी का यह कथन कि प्रार्थी श्रमिक ने 240 दिन बैंक में कार्य नहीं किया अतः धारा 25-जी व एच अधिनियम के प्रावधान लागू नहीं होते, पूर्णतया गलत है क्योंकि माननीय उच्चतम न्यायालय ने भी यह सिद्धान्त प्रतिपादित किया है कि धारा 25-जी व एच अधिनियम की धारा

25-एफ से संबंधित नहीं है बल्कि ये स्वतंत्र प्रावधान हैं, यदि श्रमिक ने 240 दिन काम नहीं किया है तब भी ये प्रावधान श्रमिक पर लागू होते हैं तथा यदि किसी श्रमिक को सेवा से हटाना हो तो 'पहले आए पीछे जाये' के सिद्धान्त के अनुसार कनिष्ठ श्रमिकों को पहले हटाना होता है और यदि नई भर्तियां करनी हों तो जिन श्रमिकों ने पूर्व में अप्रार्थी संस्थान में कार्य किया हो उन्हें पहले कन्सीडर करना आवश्यक है। किन्तु अप्रार्थी ने अधिनियम के प्रावधानों की पालना नहीं की है। प्रतिनिधि का तर्क है कि अप्रार्थी द्वारा छंटनी का कोई रजिस्टर नहीं बनाकर 494(3) शास्त्री अवार्ड का उल्लंघन किया गया है। प्रार्थी को सेवामुक्ति से पूर्व 24 दिन का नोटिस नहीं दिया गया है जिससे अप्रार्थी द्वारा 522(4) शास्त्री अवार्ड का उल्लंघन किया गया है। प्रतिनिधि का तर्क है कि दैनिक समाचार पत्र राजस्थान पत्रिका में दिनांक 14-8-91 को नई नियुक्ति बाबत विज्ञप्ति निकाली थी जिसमें दिनांक 1-1-82 से 31-12-90 तक 90 दिन कार्य करने वाले व्यक्तियों से भी गार्थना पत्र मांगे गए थे। इस बाबत प्रार्थी द्वारा दिनांक 12-1-91 को आवेदन किया गया था परन्तु प्रार्थी के उक्त आवेदन पर कोई गौर नहीं किया गया। उक्त विज्ञप्ति का अप्रार्थी द्वारा कोई खण्डन नहीं किया गया है। इस प्रकार अप्रार्थी द्वारा 25 एच का उल्लंघन किया गया है। इसी प्रकार प्रार्थी ने दिनांक 11-1-93 को पुनः 12-1-91 के संबंध में दिए गए पत्र का रिमाइंडर दिया था जिस पर कोई कार्यवाही नहीं की गयी। इस हेतु अधिवक्ता द्वारा अप्रार्थी को विधिक नोटिस भी दिया गया था जिसकी फोटोप्रति पत्रावली में संलग्न है। अप्रार्थी द्वारा भी अपने जवाब में प्रार्थी द्वारा 95 दिन कार्य किया जाना स्वीकार किया गया है। प्रतिनिधि का यह भी तर्क है कि अप्रार्थी के गवाह ने प्रति-परीक्षण में स्वीकार किया है कि अप्रार्थी की नियुक्ति किसने की और 1990 में अंतिम बार किसने अप्रार्थी से काम लिया, नहीं बता सकता। प्रार्थी को सेवा से हटाने समय वरिष्ठता सूची नहीं बनाई, इस प्रकार धारा 25-जी का भी उल्लंघन किया है। अप्रार्थी के गवाह ने अप्रार्थी की नियुक्ति किसी व्यक्ति विशेष के स्थान पर लगाने के बारे में नहीं बता पाना कथन किया है। अप्रार्थी द्वारा प्रस्तुत रिकार्ड में अनुबंध पत्र नहीं है। अतः उनका तर्क है कि प्रार्थी पुनः नियोजित होने का व सेवा की निरन्तरता सहित समस्त पिछला वेतन पाने का अधिकारी है। प्रार्थी प्रतिनिधि ने अपने तर्कों के समर्थन में निम्न न्याय दृष्टान्त प्रस्तुत किये :

1. आर. एल. आर. 1991 (2) पेज 158 ओरियण्टल बैंक ऑफ कॉमर्स बनाम पीठासीन अधिकारी सी. जी. आई. टी. व अन्य।

2. (1996) 5 एस. सी. सी. 419 सैन्ट्रल बैंक ऑफ इण्डिया बनाम एस. सत्यम व अन्य।

6. इसके अतिरिक्त इस न्यायाधिकरण द्वारा श्री विजय कुमार भटनागर बनाम बैंक ऑफ बड़ौदा में पारित अवार्ड दिनांक 20-1-2000 की प्रति भी पेश की है जिसमें श्रमिक को 50 प्रतिशत वेतन के साथ सेवा में पुनः लिये जाने का अवार्ड पारित किया गया है।

7. अप्रार्थी प्रतिनिधि ने अपनी बहस में बताया कि प्रार्थी श्रमिक को अप्रार्थी के यहां आकस्मिक कार्य की पूर्ति के लिए

आकस्मिक श्रमिक के रूप में स्थाई कर्मचारी के अवकाश पर जाने के कारण रखा गया था, ऐसे में प्रार्थी श्रमिक के कार्य की समाप्ति आकस्मिक कार्य कर समाप्ति के साथ स्वतः ही हो जाती है इसके लिए प्रार्थी को किसी प्रकार की सूचना या नोटिस आदि देने की आवश्यकता नहीं है। अप्रार्थी प्रतिनिधि का तर्क है कि स्थाई कर्मचारियों की नियुक्ति हेतु अलग से नियम बने हुए हैं जिसके लिए शैक्षणिक योग्यता, आयु आदि विवरण आवश्यक होता है व नियोजन कार्यालय में रजिस्ट्रेशन के आधार पर नियुक्ति देने का प्रावधान होता है, प्रार्थी को कभी कोई नियुक्ति पत्र आदि नहीं दिया गया। प्रतिनिधि का तर्क है कि श्रमिक ने एक वर्ष में 240 दिन तक कार्य नहीं किया है बल्कि आकस्मिक श्रमिक के रूप में 1985 से 1990 तक मात्र 95 दिन ही अस्थायी तौर पर कार्य किया है। उनका तर्क है कि आकस्मिक श्रमिकों का बैंक में कोई रिकार्ड नहीं रखा जाता तथा स्थाई कर्मचारियों की नियुक्ति हेतु बैंक में एक निर्धारित प्रक्रिया होती है। ऐसे में धारा 25 जी व एच अधिनियम के प्रावधानों की कोई उल्लंघना नहीं हुई है और श्रमिक किसी राहत का अधिकारी नहीं है और उसका क्लेम खारिज होने योग्य है।

8. मैंने उभय पक्ष के तर्कों पर मनन किया, पत्रावली पर आई साक्ष्य का अध्ययन किया तथा प्रस्तुत न्याय दृष्टांतों का भी ससम्मान अध्ययन किया।

प्रकरण में यह तथ्य तो दोनों पक्षों के मध्य स्वीकृत है कि प्रार्थी श्रमिक की नियुक्ति 8-8-85 को की गई थी और यह भी स्वीकृत है कि उसकी सेवाएं दिनांक 26-5-90 को समाप्त कर दी। प्रार्थी का कथन है कि इस दिनांक को उसकी सेवाएं मौखिक आदेश से समाप्त कर दी गई और इस अवधि में उसने अप्रार्थी के यहां ईमानदारी से व स्थाई कार्य के विरुद्ध कार्य किया किन्तु उसकी सेवा मुक्ति से पूर्व कोई वरिष्ठता सूची नहीं बनाई गई और इस प्रकार धारा 25-जी के प्रावधानों के उल्लंघन में उसकी सेवाएं समाप्त की गई हैं तथा उससे कनिष्ठ श्रमिक बैंक में कार्यरत थे और उसके बाद भी स्थाई नियुक्तियों की गई हैं किन्तु प्रार्थी श्रमिक को कन्सीडर नहीं किया गया और धारा 25-एच अधिनियम के प्रावधानों का उल्लंघन किया है। जबकि अप्रार्थी का कथन है कि उसे सेवा से नहीं हटाया गया बल्कि आकस्मिक कार्य की समाप्ति के बाद उसकी सेवाएं स्वतः ही समाप्त हो गई। अप्रार्थी के इस तर्क को यदि बहस के लिए मान भी लिया जाये किन्तु अप्रार्थी के गवाह श्री विष्णुदत्त विजयवर्गीय ने अपने प्रति परीक्षण में स्वीकार किया है कि विवादित अवधि में श्रमिक ने बैंक की उसी शाखा में कार्य किया है जिसमें साक्षी भी कार्यरत था किन्तु इस अवधि में शाखा प्रबंधक कौन था उसे याद नहीं है। प्रति परीक्षण में अप्रार्थी के गवाह ने यह भी स्वीकार किया है रीजनल बेसिस पर नये आदमी रखने का प्रावधान नहीं है किन्तु आकस्मिक कार्य होने पर आदमी रख लेते हैं तथा यह भी स्वीकार किया है कि जब भी आवश्यकता होती उपलब्धता पर आदमी रखे गये थे। प्रार्थी श्रमिक को जो भुगतान किया गया है वह वाउचर्स के जरिये किया गया है किन्तु उसके वाउचर्स भी न्यायाधिकरण में पेश नहीं किये गये हैं जबकि उन्हीं के रिकार्ड के आधार पर दिनों की गणना की गई है जबकि अप्रार्थी के जवाब में यह अभिकथित किया गया है कि

आकस्मिक श्रमिकों का कोई रिकार्ड नहीं रखा जाता। इसके अतिरिक्त गवाह यह भी कहता है कि उसे जानकारी नहीं है कि गोविंद नारायण की हाजिरी उसी शाखा में होती थी या नहीं जबकि वह उसी शाखा में कार्य करता था। अप्रार्थी का गवाह यह भी स्वीकार करता है कि जब भी उन्हें आकस्मिक कार्य के लिए व्यक्तियों की आवश्यकता होती है, वे रख लेते हैं। प्रार्थी श्रमिक ने अपनी साक्ष्य में स्पष्ट कहा है कि विवादित अवधि में उसने अप्रार्थी बैंक में 95 दिन काम किया है। अगर श्रमिक ने 95 दिन काम नहीं किया तो अप्रार्थी बैंक को इस आशय का रिकार्ड आदि पेश करना चाहिये था क्योंकि रिकार्ड आदि तो नियोजक के पास ही रहता है, जो पेश नहीं किया गया है। अप्रार्थी द्वारा प्रकाशित विज्ञप्ति दिनांक 14-8-91 में भी यह स्पष्ट रूप से लिखा गया है कि दिनांक 1-1-82 से 31-12-90 तक के बीच में कार्य कर चुके श्रमिकों से भी आवेदन मांगे गए हैं जिस पर अप्रार्थी द्वारा भी आवेदन किया गया है जो कि अप्रार्थी द्वारा प्रस्तुत प्रार्थना पत्र दिनांक 12-1-91 से सिद्ध है। श्रमिक ने अपनी साक्ष्य में यह भी सिद्ध किया है कि रीजनल ऑफिस के श्रमिकों को जो कि उससे कनिष्ठ थे, एम. आई. रोड शाखा में लगाया, ऐसे में मेरे विनम्र मत में यह तो साबित है कि प्रार्थी से कनिष्ठ श्रमिक उस समय बैंक में कार्यरत थे जबकि पहले-आओ-पीछे-जाओ के सिद्धान्त के अनुसार श्रमिक से कनिष्ठ श्रमिकों की सेवा पहले समाप्त होनी चाहिये थी। अप्रार्थी का ऐसा भी कोई अभिकथन बैंक का नहीं रहा है कि श्रमिक की नियुक्ति अधिनियम की धारा 2(00)(बीबी) के अन्तर्गत की गई हो न ही ऐसी कोई साक्ष्य पेश नहीं हुई है। यह स्वीकृत स्थिति है कि श्रमिकों से संबंधित रिकार्ड एवं वाउचर्स आदि नियोजक के पास ही उपलब्ध होते हैं और उन्हें न्यायाधिकरण में पेश नहीं करने से अप्रार्थी के विरुद्ध विपरीत धारणा ली जा सकती है।

10. इसके अतिरिक्त भी अधिनियम के प्रावधानों के अनुसार धारा 25-एच के अन्तर्गत यदि बैंक द्वारा नई नियुक्तियों की जानी थी तो जो श्रमिक बैंक में पहले कार्य कर चुका हो, पहले उसके नाम पर विचार करना आवश्यक था। किन्तु हस्तगत प्रकरण में बैंक द्वारा ऐसा भी नहीं किया गया है। अप्रार्थी का कथन रहा है कि चूंकि श्रमिक ने एक कलैण्डर वर्ष में 240 दिन तक कार्य नहीं किया ऐसे में अधिनियम के प्रावधान उस पर लागू नहीं होते। मेरे विनम्र मत में जैसा कि मात्र ऐसी नियुक्ति जो धारा 2(00)(बीबी) अधिनियम के अन्तर्गत की गई हो मात्र ऐसी नियुक्ति अधिनियम के प्रावधान लागू नहीं होते अन्य सभी नियुक्तियों पर ये प्रावधान पूर्णतः लागू होते हैं। प्रतिनिधि अप्रार्थी यह सिद्ध नहीं कर पाये हैं कि प्रार्थी की नियुक्ति किसी निश्चित अवधि के लिए धारा 2(00)(बीबी) अधिनियम के अन्तर्गत की गई हो न ही उनकी ओर से प्रार्थी का कोई नियुक्ति पत्र पेश किया गया है जिससे यह सिद्ध हो सके कि उसकी नियुक्ति किस प्रावधान के अन्तर्गत की गई थी। अतः मेरे मत में प्रार्थी श्रमिक के मामले पर 25-जी एवं 25-एच के प्रावधान लागू होते हैं। जैसा कि माननीय राजस्थान उच्च न्यायालय ने ओ. बी. सी. बनाम पी. ओ. सी. जी. आई. टी. (सुपरा) में निम्न प्रकार प्रतिपादित किया है :

“Ss. 25-G & 25-H are applicable even in case of retrenchment of a workman who has not completed

240 days of service Ss. 25-F and 25-G & 25-H, though appear in same chapter of the Act, but are independent of each other."

इसी प्रकार अन्य न्याय दृष्टान्तों में भी माननीय उच्च न्यायालयों एवं माननीय उच्चतम न्यायालय द्वारा इसी प्रकार के सिद्धान्त प्रतिपादित किये गये हैं।

10. उपरोक्त समस्त विवेचन से मेरा विनम्र मत है कि प्रार्थी को धारा 25-जी के तहत उससे कनिष्ठ श्रमिकों को सेवा से नहीं हटाकर श्रमिक को सेवा मुक्त करना व नई भर्तियाँ करते समय प्रार्थी श्रमिक के नाम पर धारा 25-एच अधिनियम के तहत विचार नहीं किया जाना उचित नहीं है ऐसे में प्रार्थी का क्लेम स्वीकार होने योग्य है और प्रकरण में निम्न अवार्ड पारित किया जाता है :

"The contention of Shri Govind Narayan Sharma casual workman that the management of Bank of Baroda, Jaipur have terminated his services w.e.f. 26-5-90 in violation of the provisions of Section 25-G and 25-H of the I. D. Act, 1947 is correct. The said order is set aside. The worker is entitled to be taken back in service without break along with 50% back wages."

11. अवार्ड आज दिनांक 24-1-2011 को खुले न्यायालय में लिखाया जाकर सुनाया गया जो केन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजा जावे।

जी. के. गौड़, न्यायाधीश

नई दिल्ली, 10 मई, 2011

का. आ. 1568.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/77/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-5-2011 को प्राप्त हुआ था।

[सं. एल-12012/345/95-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 10th May, 2011

S.O. 1568.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/77/2002) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 10-5-2011.

[No. L-12012/345/95-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

No. CGIT/NGP/77/2002

13th April, 2011

Party No. 1 : The Asstt. General Manager,
Union Bank of India,
Central Bazar Road,
Ramdaspath, Nagpur.

Versus

Party No. 2 : Smt. Lata A. Khadatkhar,
C/o. Rangubai Dalal,
Behind Somya High School,
Mirchi Bazar, Itwari, Nagpur.

This order arises out of the petition filed by the Party No. 1, Union Bank of India ("party No. 1" in short) for return of the reference or for passing of appropriate orders in the matter.

2. Facts necessary for disposal of the application are as follows :

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of Union Bank of India and their workman, Smt. Lata A. Khadatkhar for adjudication to the Central Government Industrial Tribunal, Jabalpur, as per letter No. L-12012/345/95-IR (B. II) dated 10-2-1997, with the following schedule :

"Whether the action of the management of Union Bank of India through Assistant General Manager, Regional Office, Nagpur and Branch Manager, Gandhibagh, Nagpur in terminating the services of Smt. Lata A. Khadatkhar, Sweeper Sub-staff, is legal and justified? If not, to what relief the said workman is entitled?"

Subsequently, the reference was transferred to this Tribunal for disposal in accordance with law.

3. After receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, in response to which, the workman, Smt. Lata A. Khadatkhar ("the workman" in short) filed her statement of claim and the Party No. 1 filed its written statement.

4. The case of the workman is that she was already a matriculate prior to her engagement by the Party No. 1 and she was working with the Party No. 1 from 19-4-1989 at Gandhibagh Branch, Nagpur continuously till 28-5-1990

and she was performing the duties of a Peon and providing drinking water to the employees and collecting water for the same and on 29-5-1990, she was orally stopped from performing her duties and from the day of her employment till her termination, she had already worked for more than 240 days of work in one calendar year preceding the date of her retrenchment and as such, she was entitled for retrenchment compensation in terms of Section 25-F of the Act, but retrenchment compensation was not paid to her and she submitted an application dated 21-6-1990 to the General Manager (P) of the Union Bank of India at Bombay, but did not receive any reply and though according to the Bipartite Settlement, she was entitled for permanent appointment, the Party No. 1 by adopting unfair labour practice, terminated her service and as such, the termination is illegal and she is entitled for reinstatement in service.

5. The Party No. 1 in its written statement has pleaded inter-alia that there was no relationship of employer and employee between it and the applicant and as such, the Tribunal has no jurisdiction to entertain and decide the reference. It is further pleaded by the Party No. 1 that the applicant was never its employee and it was a contract for service and presuming though not admitting, that the applicant was appointed on ad-hoc basis, when the initial appointment is in violation of the established norms and procedure laid down, the question of her regularization does not arise and she was never appointed against any sanctioned post and as such, the relief of permanent absorption cannot be granted.

6. It is necessary to mention here that after transfer of the reference to this Tribunal, on 16-9-2002, the advocate for the workman appeared and filed power for her. The workman also appeared on 23-12-2002 in person. On 29-9-2003, copy of the written statement was received by the advocate for the workman. However, since 22-12-2003, neither the workman nor her advocate appeared in the case. On 4-5-2006, the advocate for the Party No. 1 filed the application for returning the reference or for passing appropriate order on the grounds as mentioned in the written statement.

7. In this case, the workman has pleaded that she worked for more than 240 days preceding the 12 months from the date of her alleged termination. So, the burden was on her to prove the same. However, no evidence was adduced by the workman, in spite of giving of numerous opportunities to her for the same. In absence of any evidence on record, in support of the claim of the workman, it is held that she is not entitled for any relief. Hence it is ordered :

ORDER

The action of management of Union Bank of India through Assistant General Manager, Regional Office, Nagpur and Branch Manager, Gandhibagh, Nagpur in

terminating the services of Smt. Lata A. Khadatkhar, Sweeper Sub-staff, is legal and justified. The workman is not entitled for any relief.

Send a copy of the order to the Central Govt. for notification.

J. P. CHAND, Presiding Officer

नई दिल्ली, 10 मई, 2011

का. आ. 1569.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कॉर्पोरेशन बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 48/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-5-2011 को प्राप्त हुआ था।

[सं. एल-12012/94/2005-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 10th May, 2011

S.O. 1569.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 48/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Corporation Bank and their workman, which was received by the Central Government on 10-5-2011.

[No. L-12012/94/2005-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

Dr. Manju Nigam, Presiding Officer.

I.D. No. 48/2005

L-12012/94/2005-IR (B-II) dated 7-11-2005

BETWEEN

Sri Shiv Shankar Mishra,
S/o Sri Gaya Prasad Mishra,
R/o E-319, Raksha Khand, Eldiko-11,
Raibareili Road, Lucknow.

AND

The Asstt. General Manager,
Corporation Bank, 1-1/F, Ashok Marg,
Near Nishatganj,
Gomtinagar, Lucknow.

ORDER**18th April, 2011**

1. By order No. L-12012/94/2005-IR (B-II) dated 7-11-2005 the Central government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between The Sri Shiv Shankar Mishra S/o Shri Gaya Prasad Mishra w.e.f. 31-10-2004 and the Asstt. General Manager, Corporation Bank, 1-1/F, Ashok Marg, near Nishatganj, Gomtinagar, Lucknow for adjudication.

“Whether the action of the Management of Corporation in terminating the services of Shri Shiv Shankar Mishra S/o Shri Gaya Prasad Mishra w.e.f. 31-10-2004 by oral order is justified and legal? If not, to what relief the workman is entitled to?”

3. Brief facts give rise to the aforesaid Industrial Dispute is that the applicant was engaged as personal driver by the Zonal Head w.e.f. 19-4-1999 though the workman was engaged as personal car driver by the zonal head but he was engaged by the bank itself and not by any officer concerned in his personal capacity. The workman was also rendering his services in the bank and his services were also utilized by the opposite party No. 2, initially he was being paid Rs. 2,500 per month as salary/wages subsequently his wages were increased by the opposite party from time to time and at the time of termination of his services he was being paid Rs. 3,700 per month. Workman was getting the salary directly from the bank through vouchers. He did the workman as a driver of the car belonging to the bank for a period of more than 240 days. All of sudden the services of the workman have been terminated orally w.e.f. 31-10-2004 without any reason. The workman neither given any notice nor notice pay in lieu there of or any compensation as required under Section 25F of the I.D. Act, 1947. The statutory provisions have not been complied with by the bank management as such the termination of the workman is bad in the eye of law. It is further stated that the work and post is still available in the bank but reasons best known to the opposite party services of the workman is deprived discharge his duty. Accordingly, prayed for declaring the action of the management in terminating the services of the workman from 31-10-2004 is illegal and be reinstated alongwith all consequential benefits including back wages alongwith cost of expenses of the case.

4. While controverting the claim statement written statement denying the statement of the workman was filed whereby it was contended by the opposite party that personal car driver are not the employees of the bank they are being engaged by the bank's executive as per their own desire and requirement for which they are being paid fixed amount as reimbursement for their personal car driver,

beside it was also alleged that bank had never paid any wages to the applicant. The applicant was to receive his wages from the regional zonal head concerned in personal and individual capacity. The bank has fixed the limit of amount that could be reimbursed to the regional zonal heads. It is for them to engage any personal car driver and pay them any amount within the impermissible limit. The personal car drivers are like any other domestic servant engaged by the executive concerned. Expenses incurred by the executive of the bank are treated as their “perquisites”. There is no category of applicant as “personal car driver in the bank”. It is further stated that applicant is not getting salary directly from the bank. Further it was also contended that there was no master and servant relationship between the bank and the applicant. Bank has nothing to do with the engagement or disengagement of the personal car drivers as they were engaged by the executive concerned in their personal capacity. Since the car drivers are engaged by the executive concerned in their personal and individual capacity hence, as and when the regional zonal head were transferred and new zonal head took charge it was upto them to engage services of personal car driver or to discontinue of the existing car driver. It was also averred that bank has neither issued an letter of appointment nor any letter of their termination therefore the question of reinstating him with consequential benefits does not arise. For the facts mentioned, applicant's claim is not maintainable under the I.D. Act and workman is not entitled for any relief claimed by him claim petition is therefore deserves to be rejected.

5. Rejoinder A-13 filed by the workman it was alleged by the workman that the present dispute is covered under the I.D. Act, 1947 and the services of the workman being utilized by the bank not in personal capacity of the official of the bank. The contention made in the claim statement were reiterated nothing new has been added.

6. In support of the case workman filed affidavit whereby he has stated that he was engaged a personal car driver by the Zonal Head w.e.f. 19-4-1999. His services was also utilized by party No. 2 i.e. Asstt. General Manager, Corporation Bank, Lucknow and he was worked continuously without any break in the employers bank till the date of his termination i.e. 31-10-2004. Initially he was being paid Rs. 2500 per month as wages subsequently his remuneration was increased Rs. 3000 per month w.e.f. May 2002 and at the time of termination of service he was being getting Rs. 3700 per month. It was further stated that though he was engaged as personal car driver but he was not engaged by any individual/officer of the bank but by the bank itself and that to after due consideration and approval of the competent authority. He was rendering his services to the bank not to any individual. In the cross examination it was admitted by him that he was appointed by Asstt. General Manager Sri Y. S. Jain to drive car provided to him by the bank. It was also admitted that no attendance was

taken in the bank. After Sri Jain H. S. Saini and thereafter Sri V. K. Agarwal joined as Asstt. General Manager. Mr. Jain initially use to give him Rs. 2000 which was subsequently increased to Rs. 2500 per month. Asstt. General Manager was provided car by the bank No. UP 32-W-3378. The car was also used by their family and by him as well for office purposes and he was engaged to drive that car. It was further admitted by him photocopy of the voucher filed by him does not bears his signatures. It was also admitted that there was a procedure for appointment in bank and he was not appointed according to the procedure prescribed for the appointment. In support of the case some documents filed :

1. Photocopy of letter dated 21-6-1999 addressed to GM by RM.
2. Photocopy of letter dated 8-5-2000 by AGM to Chief Manager.
3. Photocopy of letter dated 3-6-2002 Chief Manager to H. S. Saini.
4. Photocopy of letter dated 19-3-2003 Asstt. Manager to GM.
5. Photocopy of challan bearing No. 895626.
6. Photocopy of salary slips/cash debit for the month of January 2003, October 2003, February 2004, March 2004 and July 2004.
7. Opposite party filed affidavit of Paul P. Issac, Chief Manager, Zonal Office, Corporation Bank it was stated that workman was engaged as personal car driver by successive zonal heads of the bank posted at Zonal Office, Lucknow from 19-4-1999. There is no policy or rule for appointment of car drivers for the respective zonal heads of the bank as such the workman was engaged by the respective zonal heads in their personal capacity and paid him wages fixed to them by the bank towards reimbursement for engaging car drivers. It was further stated that applicant was neither issued any appointment letter by the bank nor any letter of termination, bank has nothing to do with the engagement of the workman by the zonal heads as their personal car driver. When Zonal heads were transferred new zonal head took over charge, it was open to the new incumbent to engage personal car driver of their own choice. Since applicant was never appointed by bank hence there is no relationship of employee and employer. Letters dated 10-7-1999, 29-9-2003 and 20-11-2003 respectively filed by the opposite party in support of his case, these letters issued by Administrative Division, Head Office, Lucknow zone regarding reimbursement of expenses allowed to them for engaging personal car driver. In cross-examination it has been stated that on being transferred or retirement the services of personal car driver automatically comes to end with the retirement/transferred of the officer. If his successor wants to take the services of the personal car driver he may

continue with the existing driver or engage any new driver of his choice as per his financial limits. Adverse it was further stated that after transfer of Sri Saini, AGM Sri V. K. Agarwal succeeds him. Sri V. K. Agarwal after taking approval continue the workman as driver thereafter Mr. B. N. Prabhu joined as AGM after V. K. Agarwal. Mr. Prabhu engaged some other person in place of workman. Personal car driver use to drive the car provided to the zonal heads. No other work is being taken from him. It was denied that workman use to get salary or wages directly from the bank. The amount of wages were given to the AGM in the form of reimbursement.

8. I have heard the authorized representative of the parties concerned and perused the evidence filed by the parties. It has been submitted that the workman was working with the bank as driver on salary of Rs. 2,500 driving the car belonging to bank which was allotted to zonal head though the workman was appointed as personal car driver but he was not the employee of any official of the bank but he was the employee of the bank. His services have been terminated without following the provisions of I.D. Act. No notice or any compensation in lieu of notice was given to him since his services has been terminated orally without any notice and without complying the provisions of Act, his termination is illegal and arbitrary. He has worked continuously in the service from 1999 to 2004 i.e. for six years. Termination of the service of the workman in such an arbitrary manner is amounts to unfair labour practice.

9. In support of his case he has relied 2005 SCCL.COM.219 Bank of Baroda vs. Ghemarbhai Harjibhai Rabari.

10. Contrary to this, the authorized representative for the bank has submitted that workman has never been appointed by the bank nor he was getting any salary from the bank. He was appointed by zonal head of the bank and the payment was made by the zonal heads to the personal car driver which was reimbursed to them this allowance is treated as "perquisite" of the Executive. The executive concerned may drive the car or engage their personal car driver. No appointment letter was ever issued to Sri Shiv Shankar Misra nor any letter of termination was given to as he was never engaged by the bank for the services of the bank. He was engaged by the zonal head to drive car of the zonal heads only. He is just like a domestic servant engaged by the zonal head and it is their pleasure to keep the personal car driver so long as they feel comfortable and happy with the services or they can remove him and engage new one. It is sole discretion of the zonal heads of the bank. Bank has nothing to do with the engagement or disengagement of the personal car driver. Since Sri Shiv Shankar Misra was not an employee of the bank there arises no question of his reinstatement in the service of bank with all consequential benefits. Opposite

party has relied on 1978/312 LLJ Supreme Court between Punjab National Bank and Ghulam Dastagir in above case Law Tribunal overruling Bank's objection and awarding reinstatement of the workman to the bank. Bank appeal in Hon'ble Supreme Court, Hon'ble Court held that there is no nexus at all between the driver and the Bank and the award has to be set aside.

11. I have considered the arguments advanced by the respective authorized representatives of the parties and perused the record. The case of the workman in brief is that he was engaged as personal car driver by zonal head w.e.f. 19-4-1999 and continued in service about 5 years till he was terminated on 31-10-2004. As per averment made by the workman, that though he was designated as personal car driver but he was engaged by the bank and not any officer concerned in his personal capacity. His services have been terminated without complying the provision of Section 25F of the I.D. Act. While controverting the facts alleged by the workman it was denied by the opposite party that he has been engaged by the management. No appointment letter as ever been issued to him nor any termination letter were given to him. In fact he was appointed by the zonal head as his personal car driver to drive the car provided to them by the bank. There is no relationship of employee and employer between the bank and the workman. The services of the driver automatically comes to an end after the transfer or retirement of the zonal heads and it is the sweet-will of the officer who succeeds as zonal head to continue the services of the existence personal car driver or to engaged a new one. Since there exists no relationship of employee and employer in the matter hence the reference is not legally sustainable in the eyes of law. In order to prove their respective case, the claimant Sri Shiv Shankar during the course of cross-examination has stated that he used to drive the car of AGM No. UP32 W-3378. He was engaged by Sri HS Saini, AGM to drive the car provided to AGM by Bank and after him his services was continued by Sri V. K. Aggarwal who joined after Mr. Saini as AGM. The car was also used for personal purposes by the wife and children of the AGM. It was specifically admitted by him that he was engaged to drive that car only. Mr. Paul was examined on behalf of the opposite party wherein in the cross-examination it has been specifically stated by him that applicant was engaged as personal car driver which was provided to zonal head. He was not to drive any other car of the bank. After Sri V. K. Agarwal Mr. M. Prabhu joined as AGM, he did not accept the services of Shri Shiv Shankar and engaged some other person as his personal car driver.

12. Thus from the evidence of the applicant, it is established that he was engaged by zonal head of the bank Mr. Saini thereafter by Mr. V. K. Agarwal and payment was made to him by zonal head which, later on was reimbursed

to the zonal heads by the bank. The photocopy of the voucher Nos. 5/12 to 5/15 has been filed by him but it is admitted by him that the photo copy of vouchers does not bear his signatures.

13. Even for argument sake, if the submission of the workman that he was engaged by bank and rendering his services to the bank and was not an employee of any individual official, is admitted, it is incumbent upon the workman to prove that he had worked for 240 days within one year preceding to the date of alleged termination i.e. 31-10-2004. It is settled law that the party challenges the legality of the order, the burden lies upon him to prove the illegality. As such it is the burden on the workman to set out the grounds to challenge the validity of the action of the management in terminating his services by putting cogent evidence.

14. There is only 4 photo copy of vouchers for the year 2004 which shows that he has worked only for 122 days. Thus, it is not proved by the workman that he has worked continuously 240 days within 12 months from the date of alleged termination. Besides it is important to mention that in cross-examination, it is admitted by him that he had filed writ petition in Hon'ble High Court with respect to the matter in reference which has been dismissed by the Hon'ble High Court.

15. Under the facts and circumstances the applicant is not entitled for any relief claimed by him. The reference under adjudication is decided accordingly.

Lucknow,
18-4-2011.

Dr. MANJU NIGAM, Presiding Officer.

नई दिल्ली, 10 मई, 2011

का. आ. 1570.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 1311/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-5-2011 को प्राप्त हुआ था।

[सं. एल-12012/118/2006-आई आर (बी-11)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 10th May, 2011

S.O. 1570.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1311/2007) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Bank of India and their

workmen, which was received by the Central Government on 10-5-2011.

[No. L-12012/118/2006-IR (B-II)]
RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
NO. 1, CHANDIGARH**

Case I.D. No. 1311/2007

Shri Shish Ram, S/o Shri Nathu Ram V& P.O. Bhoja
Vas, Distt. Mahindergarh. ... Applicant

Versus

The Regional Manager, Central Bank of India, Rohtak.
... Respondent

APPEARANCES:

For the Workman : Shri Sandeep Bhārdwaj.

For the Management : Shri N. K. Zakhmi.

AWARD

Passed on 8-4-2011

Government of India, Ministry of Labour and
Employment vide Notification No. L-12012/118/2006-
IR (B-II) dated 5-6-2007 referred the following industrial
dispute to this Tribunal for adjudication :

“Whether the action of the Management of Central
Bank of India in terminating the services of Shri Shish
Ram S/o Shri Nathu Ram, Clerk w.e.f. 21-2-2000 is
just and legal ? If not, what relief the workman is
entitled ?”

After receiving reference parties were informed.
Parties appeared and filed their respective pleadings.
The case of the workman in nutshell is that on 12-11-
1998 he was issued a charge sheet in relation to non-
deposit of amount received against cash receipts given
to the customers. It is admitted by the workman that
allegation relates to the period when the applicant-
workman was working on cash receipt counter at branch
Kosli. It is also admitted that during the pendency of
enquiry, the workman- applicant deposited the amount
involved in the dispute. It is further admitted in statement
of claim that initially workman denied the charges but
on assurance of Shri V. K. Vij, Presenting Officer and
Shri V. K. Bansal Enquiry Officer, workman admitted the

charges for lesser punishment. But major punishment
of dismissal from services was awarded to him against
the assurance.

The management appeared and denied any
assurance. It was contended by the management that the
workman has voluntarily admitted the charges and has
deposited the amount voluntarily.

Both of the parties were afforded the opportunity for
adducing evidence. On perusal of the order dated 9-11-
2010 passed by this Tribunal, it is evidently clear that both
of the parties were afforded the opportunity for adducing
evidence but none of the party availed this opportunity. It
was further contended by the workman that he admitted
the charges on assurance of lesser punishment and
accordingly, he does not want to adduce any evidence. It
is further contended by the workman that he has nothing
to say on the charges and the enquiry report but on the
quantum of punishment only.

The cumulative effect of pleadings and proof is that
workman has grievances against the order of punishment.
As per his contention, he admitted the charges on
assurance of lesser punishment but major punishment was
awarded.

The burden to prove that he admitted the charges on
assurance of lesser punishment lies on the workman. There
is no iota of evidence to prove this contention. Moreover,
the workman has not only admitted the charges but
admittedly has deposited the amount in question in the
bank as well. The matter relates to the embezzlement of an
amount of Rs. 24,900 in different transactions. Bank is a
financial institution where integrity, dignity and honesty
of its employees should be of highest standard. The
workman was involved in embezzlement of Rs. 24,900. It
rightly warrants the disciplinary authority to show the
workman way-out of the bank.

Moreover, this Tribunal cannot act as the court
of appeal against the order awarding punishment to the
workman. Section 11A of the Industrial Disputes Act
empowered this Tribunal under certain specific
circumstances to interfere in the quantum of punishment
awarded to workman under exceptional circumstances.
The case before this Tribunal is not of the exceptional
circumstances and there is no reason to invoke the
jurisdiction vested in this Tribunal under Section 11A
of the Industrial Disputes Act. Accordingly, there is no
force in the claim of the workman and he is not entitled
for any relief.

Let Central Government be approached for
publication of Award, and thereafter, file be consigned to
record room.

G. K. SHARMA, Presiding Officer.

नई दिल्ली, 10 मई, 2011

का. आ. 1571.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार युनियन बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 35/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-5-2011 को प्राप्त हुआ था।

[सं. एल-12012/47/2005-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 10th May, 2011

S.O. 1571.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 35/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 10-05-2011.

[No. L-12012/47/2005-IR(B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH

Presiding Officer : Sh. Gyanendra Kumar Sharma

Case I.D. 35/2005

Shri Ajay Kumar,
S/o Sh. Kailash Chand,
R/o House No. 2014/8,
Kt. Dullo, Gali Murlidhar,
Amritsar.

... Applicant

V/s

The Manager,
Union Bank of India,
Chowk Fuwara, Amritsar
(Punjab)

... Respondent

APPEARANCES :

For the Workman : Workman in person
For the management : Sh. S.K. Kapoor

AWARD

Passed on 1-4-2011)

Government of India, Ministry of Labour and Employment vide Notification No. L-12012/47/2005-IR (B-II) dated 22-7-2005 referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Union Bank of India, Amritsar, in terminating the services of Sh. Ajay Kumar S/o Sh. Kailash Chand, Ex-Driver w.e.f. 15-2-2002 is legal and justified? If not to what relief the concerned workman is entitled to and from which date ?"

The case of the workman in nutshell is that he has worked as a driver from May 1998 to 15-2-02. He has worked as a driver in the bank for about three years and nine months continuously. His services were terminated on 15-2-2002 without any notice, or without payment of one month wages in lieu of notice and without payment of lawful terminal dues. As per the contention of the workman, this act of management is against the provisions of Industrial Disputes Act and makes the termination void and illegal. The workman has prayed for setting aside the termination order and has also prayed for an order of reinstatement along with consequential benefits.

The management appeared and opposed the claim of the workman by filing written statement. In its written statement, the management has very much challenged the master-servant relationship between the workman and the management. It has been the contention of the management that as per the policy of the bank certain category of officers have been authorized to appoint personal drivers and their wages to be reimbursed from the bank's exchequer. As per the contention of the management workman was appointed by the Branch Officer as the personal driver and he was paid wages under said policy.

Both of the parties were afforded the opportunity for adducing evidence. Sh. Ajay Kumar, the workman filed his affidavit and he was cross-examined by learned counsel for the management. Likewise, Sh. S.K. Kapoor Senior Manager, Union Bank of India filed his affidavit on behalf of the management of bank and he was cross-examined by learned counsel for the workman at length.

The workman has filed two documents. He has filed two vouchers regarding Rs. 2,700/- and Rs. 250/-. The management of the bank has filed the policy under which certain category of officers are permitted to engage the personal driver and their wages are reimbursed from the bank's exchequer. The rates of wages are also mentioned in the circular letter.

I have heard the parties at length. It is true that management failed to file the documents relating to the services of workman, but, if the matter can be adjudicated on the basis of material on record, in my view no adverse inference should be taken.

In his cross-examination, the workman has admitted that he was a personal driver of the Branch Manager. It is specifically stated by the workman that he was personally appointed by the Branch Manager. This contention of the workman is reflected from the vouchers filed by him. The

first voucher is amounting Rs. 2,700/- which corroborate the circular of the bank permitting certain categories of officers for engaging personal driver. The circular letter dated 23rd January, 2001 also empowers the empowered officer to pay Rs. 2,700/- only if the appointment is made otherwise than grade A city and the capital city. Undoubtedly, the workman was working in Amritsar which is not a capital city nor a group city and accordingly, the contention of workman that he was appointed as the personal driver of the Branch Manager is corroborated by the payment of wages. In this very circular order dated 23rd Jan., 2001, it is also mentioned that Rs. 250/- can also be paid for washing the car etc. Accordingly, the second voucher filed by the workman is of Rs. 250/- and it is very well mentioned in the voucher itself that this payment is made good for washing the car etc. Hon'ble Apex Court in Punjab National Bank vs. Ghulam Dastagir AIR 1978 Supreme Court 481 has specifically held that personal drivers appointed by the certain categories of officers of bank are not employees of the bank. Accordingly, the contention of the management is accepted that there existed no master-servant relationship between the workman and the management of the bank because the workman was appointed as the personal driver by the Branch Manager. The workman is not entitled for any relief. The reference is accordingly answered. Let Central Government be approached for publication of award, and thereafter, file be consigned to record room.

G.K. SHARMA, Presiding Officer

नई दिल्ली, 10 मई, 2011

का. आ. 1572.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 287/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-5-2011 को प्राप्त हुआ था।

[सं. एल-12012/110/2004-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 10th May, 2011

S.O. 1572.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 287/2004) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 10-05-2011.

[No. L-12012/110/2004-IR(B-II)]
RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Presiding Officer : Sh. Gyanendra Kumar Sharma

Case I.D. 287/2004

Shri Kishore Kumar,
C/o Sh. Tek Chand Sharma,
25, Sant Nagar, Civil Lines,
Ludhiana

... Applicant

V/s

The Zonal Manager,
Punjab National Bank,
Zonal Officer, Ferozchandhi
Market, Ludhiana

... Respondent

APPEARANCES :

For the Workman : Workman in person

For the management : Sh. N.K. Zakhmi

AWARD

Passed on 11-4-2011

Government of India, Ministry of Labour and Employment vide Notification No. L-12012/110/2004-IR (B-II) dated 3-9-2004 referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Punjab National Bank, Ludhiana in imposing the punishment on the workman Sh. Kishore Kumar of removal from service vide order dated 24-3-2003 is illegal and unjust ? If so, what relief the concerned workman is entitled to and from which date ?”

After receiving reference parties were informed. The parties appeared and filed their respective pleadings. The matter in dispute in short is whether workman was unauthorisedly absent from duties w.e.f. 14-5-2002 to 11-7-2002. The workman was charge sheeted on 18-7-2002 for his unauthorized absent. There is no dispute on this issue that when the workman returned he was permitted to resume duties. The dispute is that whether workman was unauthorisedly absent for this period.

An enquiry was conducted. The workman was afforded proper opportunity of being heard in the enquiry. Enquiry report was submitted and after hearing the workman the punishment of removal from service was awarded by the disciplinary authority on 24-3-2003.

So far as the procedural part of the enquiry is concerned, this Tribunal has held vide order dated 13-9-2010 that enquiry was conducted as per rules and all possible opportunity of being heard was afforded to the workman.

The parties were afforded the opportunity for adducing evidence oral and documentary on the perversity

in decision making in departmental proceedings and on quantum of punishment. Both of the parties refused to adduce/file any evidence on these issues. They contended that the references be disposed off on the basis of documentary evidence already filed by the parties. Accordingly, parties were heard at length. The decision of Enquiry Officer holding the charge proved and the decision of the disciplinary authority awarding the punishment of removal from service is certainly perverse. I am giving the reasons for this finding as follows :

1. It is not disputed that workman has moved an application for leave w.e.f. 14-5-2002 to 11-7-2002 before proceeding on leave.
2. The documents filed by the workman proves that for the entire period the workman has applied for leave in attendance register word 'L' was written. This 'L' was substituted by 'A'. 'L' means leave whereas 'A' means absent. There is no dispute in this preposition. The workman has provided with the photocopies of the attendance register. Management was directed to provide with the original of this document, but reasons known to it, the management failed. Vide order dated 11-3-2011 management was directed to file the documents within 10 working days but the same were not filed. Accordingly, the documents filed by the workman shall be considered as such and if few documents are not legible adverse inference shall be taken.
3. The management has failed to prove the practice prevailing in the bank that just after moving application for leave word 'L' is written in the attendance register. Word 'L' cannot be written unless and until the application for leave is not allowed and leave sanctioned. Management was directed to file the original application for leave moved by the workman so that this Tribunal can see the orders passed by the management on the face of application but the management failed. Accordingly, it shall be considered that application for leave was allowed and leave sanctioned, and thereafter, word 'L' was mentioned for the entire period the workman has applied for and proceeded on leave.
4. It is true the management was competent to cancel the leave in exigency of work but order of cancellation of sanctioned leave should be passed on reasonable basis and criteria. The workman has been absented earlier and was punished for his unauthorized absent cannot be the basis for cancellation of leave.

5. The plain reading of charge sheet make it clear that apart from so-called unauthorized absent w.e.f. 14-5-2002 to 11-7-2002, it was also mentioned in the charge sheet that workman has been punished for several misconduct on previous occasions. This fact is sufficient to consider the biased administrative conscience of the disciplinary authority and the Enquiry Officer. The enquiry might have conducted independently without any biased attitude on the issue of previous punishment on similar misconduct. It is undoubtedly true that at the time of passing punishment, this issue can be considered but this issue cannot be taken up at the time of conducting enquiry. The workman absented earlier and he was punished for that should not be mentioned in the charge sheet and if it is, it shall be considered that the decision making of the Enquiry Officer was not backed by free administrative and quasi judicial conscience.

Accordingly, on the basis of above observation, this Tribunal is of firm view that workman applied for leaves. His leaves were sanctioned. In the attendance register word 'L' was marked and thereafter, the enquiry was conducted. Thus, the decision making of enquiry officer and the disciplinary authority was perverse. This finding is also corroborated by the act of management not providing the original documents even after repeated directions. Management failed to provide the original application moved by the workman for leave and the orders passed by the management on the face of the application. At the cost of repetition on the basis of order passed on the face of application the workman was shown on leave in attendance register.

Moreover, the management is also guilty for changing letter 'L' to 'A'. In the photocopy, it can be seen by the naked eyes that the word 'L' is substituted by 'A'. Management was also directed to produce the original attendance register but reasons known to it management failed. Accordingly, I am of the firm view that workman was on duly sanctioned leave during the period in question and with some perverse motive which is reflected from the charge sheet itself he was charge sheeted. Thus, the punishment awarded and the decision of the Enquiry Officer on charge are quashed. The workman was and shall be considered on leave for the entire period of absent. The management is directed to reinstate the services of workman within one month from the date of publication of award along with all the consequential benefits. This reference is accordingly answered. Let Central Government be approached for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 10 मई, 2011

का. आ. 1573.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. एस टी सी मूवर्स (प्रा.) लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, मुम्बई के पंचाट (संदर्भ संख्या 09/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-5-2011 को प्राप्त हुआ था।

[सं. एल-31011/2/2006-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 10th May, 2011

S.O. 1573.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 09/2006) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Mumbai as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. STC Movers (P) Ltd. and their workmen, which was received by the Central Government on 10-05-2011.

[No. L-31011/2/2006-IR(B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT:

G.S. Sarraf, Presiding Officer

Reference No. CGIT-09 of 2006

Employers in relation to the management of
M/s. STC Movers (P) Ltd.

and

Their workmen

APPEARANCES :

For the Management : Ms. Sonia Sunil, Advocate

For the Workmen : No appearance

State : Maharashtra

Mumbai, the 15th April, 2011

AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour, New Delhi Order No. L-31011/2/2006-IR (B-II) dated 17-5-2006. The terms of reference given in the schedule is as follows :

“Whether the action of the management of M/s. STC Movers Pvt. Ltd., Mumbai in retrenching the services of twenty-eight workers w.e.f. 01-03-2005 is justified? If not, what relief these workers are entitled to?”

2. Ms. Sonia Sunil, Advocate is present for the Management. None appeared for Transport and Dock Workers Union when the matter came up for hearing today. The notices were issued thrice to the Union and each time service has been effected through registered post. Since the Union has not turned up despite service of notices to contest the reference, the same is liable to be disposed of for non-prosecution.

3. Reference is accordingly disposed of for non-prosecution.

G. S. SARRAF, Presiding Officer

नई दिल्ली, 10 मई, 2011

का. आ. 1574.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआई टी/एनजीपी/33/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-5-2011 को प्राप्त हुआ था।

[सं. एल-12012/48/2008-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 10th May, 2011

S.O. 1574.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/33/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 10-05-2011.

[No. L-12012/48/2008-IR(B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/33/2008

Dated 26-04-2011

Petitioner/Party No. 1 : Shri Sanjay Virsingh Dhonde,
R/o Dayanand Saraswati
Marg, Prabhat Talkies Road,
Tq. Karaja, Dist. Washim

Versus

Respondent/Party No. 2 : The Regional Manager,
Central Bank of India,
Regional Office, Adarsh
Colony, Akola Distt.
Akola (M.S.).

AWARD

(Dated : 26th April, 2011)

In exercise of the powers conferred by clause (d) of sub-section(1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of Central Bank of India and their workman, Shri S.V. Dhonde for adjudication, as per letter No.L-12012/48/2008-IR (B-II) dated 16-09-2008, with the following Schedule :

SCHEDULE

"Whether the action of the management of Central Bank of India in imposing punishment of compulsory retirement with superannuation benefits on Shri S.V. Dhonde, Head, Cashier 'E' is legal and justified? What relief the concerned workman is entitled to?"

2. Though, in this case, the reference had been received by the Tribunal on 29-09-2008 and the workman had been directed to file the statement of claim, till 16-3-2011, the statement of claim had not been filed by the workman. However, in the interest of justice, on 16-3-2011, a last chance was given to the workman to file the statement of claim on 26-4-2011. On 26-4-2011, the petitioner remained absent and none also appeared on his behalf. The statement of claim was also not filed. Hence the case was closed for passing award.

3. As no statement of claim has been filed by the workman, it is found that the workman is not interested to proceed with the case. Hence, it is necessary to pass a "no dispute" award. Hence, it is ordered :

ORDER

The case be treated as "no dispute award", due to the default of the workman.

J. P. CHAND, Presiding Officer

नई दिल्ली, 10 मई, 2011

का. आ. 1575.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. इतालब गोवा प्रा. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआई टी-2/8 ऑफ 2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-5-2011 को प्राप्त हुआ था।

[सं. एल-36011/8/2009-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 10th May, 2011

S.O. 1575.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/8 of 2010) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. Italab Goa Pvt. Ltd., Marmagos and their workman, which was received by the Central Government on 10-05-2011.

[No. L-36011/8/2009-IR(B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI (CAMP : GOA)

PRESENT :

K.B. KATAKE, Presiding Officer

Reference No. CGIT-2/8 of 2010

Employers in relation to the Management of M/s. Italab
(Goa), Pvt. Ltd.

The Managing Director,
M/s. Italab (Goa) Pvt. Ltd.,
P.O. Box No. 103,
Lotlikar Building, 1st Floor,
Margao, Goa-403 802

AND

Their Workmen

The General Secretary,
Mormugao Waterfront Workers Union,
Mukund Building, 2nd Floor,
Vasco-da-Gama,
Goa-403 802.

APPEARANCES :

For the Employer : Mr. M.S. Bandonkar,

Advocate

For the Workmen : No appearance

Camp : Goa, Dated the 22nd March, 2011

AWARD

The Government of India, Ministry of Labour & Employment by its Order No. L-36011/8/2009-IR (B-II), dated 30-12-2009 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication :

“Whether the demand of Mormugao Waterfront Workers Union for regularization of employment of 10 workers as mentioned in their dispute (Annexure-I) by the management of M/s. Italab (Goa) Pvt. Ltd. is legal and justified. What relief these workmen are entitled for ?”

ANNEXURE-I

Sr. No.	Name	Years worked
1.	Shaikh Mustafa	16 years
2.	Suraj G	16 years
3.	Ritesh Desai	3½ years
4.	Sudan Kaskar	3½ years
5.	Santosh Lamani	3½ years
6.	Mahadev Rajput	3½ years
7.	Pramod Kathra	3½ years
8.	Lakkappa Dodamani	3½ years
9.	Shanmugh Teemai	3½ years
10.	Usha Mesta	3½ years

2. Notices were served on both the parties. However second party though duly served, remained absent. Registered AD receipts to that effect are at Ex. 6, 9 & 13. The second party union though appeared on two dates did not appear thereafter and file the statement of claim. Therefore, this reference cannot be decided on merits and the same deserves to be rejected. Thus I pass the following order :

ORDER

Reference stands rejected for want of prosecution.

Date : 22-3-2011 K. B. KATAKE, Presiding Officer
Camp : Goa

नई दिल्ली, 11 मई, 2011

का. आ. 1576.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेड बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नासिक के पंचाट (संदर्भ संख्या 20/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-04-2011 को प्राप्त हुआ था।

[सं. एल-12012/528/98-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th May, 2011

S.O. 1576.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 20/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Nashik as shown in the Annexure in

the industrial dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 29-04-2011.

[No. L-12012/528/98-IR(B-I)]
RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI A. S. GATTANI, PRESIDING
OFFICER, LABOUR COURT, NASHIK

Ref. (I.D.A.) No. 20/1999

BETWEEN

State Bank of India,
Region-V, Pune,
East Street, Pune-411001
Maharashtra,
Through the Regional Manager

... First Party/
employer

AND

Shri Gorakhnath Baburao Londhe,
R/o Bhatwadi, Taluka : Sinnar,
District : Nashik,
Maharashtra

... Second Party/Workman

PRESENT :

Shri A.S. Gattani, Judge

APPEARANCES :

Shri C.A. Deolalkar, Advocate for First Party

Smt. V.D. Karad, Advocate for Second Party

AWARD

(22-2-2011)

This is a reference sent by the Government of India, through Ministry of Labour sent this reference to this Court under Section 10 of Industrial Disputes Act, for adjudication on the demand of second party/workman. Schedule of reference is as under :

SCHEDULE

“Whether the claim of Shri Gorakhnath Baburao Londhe that he had worked as messenger-cum-peon from 1985 to 1996 in Sinnar branch in relation to Region-V of State Bank of India, Pune is true? If so, whether the action of management in terminating the services of said workman w.e.f. 1996 is justified? If not, what relief the workman is entitled to?”

2. After receipt of this reference, notices were issued to both parties. Thereafter second party/workman has filed statement of claim at Ex. U-2. It is contended by second party that he worked as messenger-cum-peon with first party Bank. At Sinnar branch from 15-4-1985 to 15-12-1985, 15-1-1986 to 12-2-1986, 1987 to 1996. Though he was given assurance that he will be made permanent, but he is not made permanent and his services were illegally

terminated by first party bank. By amendment, it is contended that, he was working on permanent post, he worked for more than 240 days in 12 consecutive calendar months preceding date of termination. It is further contended that, more than 100 employees are working with the said Bank and hence Industrial Employment Standing Orders Act and model standing orders framed there under are applicable. The first party has not complied with provisions of Section 4 (D), (1) and (2) of model standing orders. It is further contended that second party is not paid retrenchment compensation and notice pay by first party at the time of termination of services and junior persons than the second party have been retained in service. Hence, it is violation of section 2F & G of Industrial Disputes Act, 1947. No seniority list is published as required under rule 81 of Industrial Disputes Act, 1947. Hence, the second party prayed for reinstatement with continuity of service and full back wages from the date of termination of services.

3. First party resisted the claim of second party by filing written statement at Ex. C-5 contending that due to delay & latches, reference becomes infructuous and hence liable to be dismissed. It is contended that the second party never worked continuously for 240 days or more with the first party bank. As such it is not necessary to pay him notice pay or retrenchment compensation as provided in section 25F of Industrial Disputes Act. He was appointed for specific period as Messenger-cum-Sweeper. There is Shastri Award which is settlement with State Bank of India Staff Federation by management. Last such settlement was entered into on 30-7-1996 to regularize the temporary workmen and that settlement was valid upto 31-3-1997 and then the said list of temporary employees is scrapped. In that list, second party was a wait list candidate. Since he is not absorbed till 31-3-1997, he has lost his claim in that list. By additional written statement, it is contended that, the second party never worked for years together continuously. There is no unfair labour practice committed by the bank. It is contended that submissions about applicability of model standing orders are misleading. It is also contended that there was no necessity to comply with the provisions of section 25F of the Industrial Disputes Act. It is contended that by the bank that termination of services of the bank does not amount to retrenchment. The bank also denied other submissions. There is no illegality committed by the bank. Hence, the bank prayed for dismissal of the reference with costs.

4. Taking into consideration the rival contentions of both parties, following issues have been framed by my learned predecessor considering rival pleadings. I have recorded my findings followed by reasons.

ISSUES

FINDINGS

1. Whether the first party bank proves that the Reference is not maintainable on account of the alleged delay ?

Yes

2. Whether the concerned workman was employed as alleged ? No
3. Whether the termination of their services was legal and justified ? Yes
4. Whether the workman/second party is entitled to reinstatement with all consequential benefits ? No
5. What award ? As per final order

REASONS

5. In support of his claim, the second party has filed his affidavit at Ex. U-15 stating relevant facts of the case. He is duly cross-examined on behalf of the first party. The first party bank submitted that it does not want to examine any witness before this Court. The second party filed certificate of first party dated 24-6-1988 issued by Sinnar branch stating that the second party worked from 15-11-1985 to 12-2-1986, total he worked for 90 days.

6. The Second party also filed an application calling for documents from the office of Assistant Labour Commissioner (Central), Pune i.e. demand notice, justification statement, reply of bank before the said authority. Accordingly, notice was issued to the Assistant Labour Commissioner (Central), Pune and accordingly, the second party workman by hand filed the copy of written say of the bank which is filed before the said authority in dispute raised by the second party/workman.

7. The first party filed copies of settlements dated 17-11-1987, 16-7-1988, 27-10-1988, 9-7-1991 and 30-7-1996 alongwith Ex. C-17 in Ref. IDA 1/1999 in the case of Shri R.B. Yeola. First party bank also filed certain documents in Ref. IDA 26/1999 which is a case of this bank and Shri Maind, copy of settlement dated 30-7-1996 including the list of ex-temporary employees of bank showing their number of days worked with the bank. The said document is filed along with Ex. C-5 in that case and it is marked as Ex. U-24.

8. I have heard arguments of Smt. Karad, the learned counsel appearing for second party/workman & Shri Deolalkar, learned counsel appearing for the first party. I have also gone through the statement of claim, written statement and documents filed by both the parties.

9. As to issue No. 1 : It is argued on behalf of second party that, the services of second party are terminated in 1996. Thereafter he made demand for reinstatement with continuity of service and back wages. The bank did not reinstate him, hence, he prayed that the demand be admitted into conciliation. The matter was before Assistant Commissioner of Labour (Central), Pune. Dispute was not settled and hence the Central Government referred the said dispute to this Court in the year 1999 and hence there is no delay in raising the dispute or referring the case for adjudication to this Court.

10. As against this it is argued on behalf of first party that, the reference deserves to be dismissed on the

ground of delay & latches. It is further argued on behalf of the first party bank that after a lapse of many years from termination of services, present reference is sent to this Court for adjudication and as such, there is much delay, hence, reference deserves to be dismissed on the ground of delay itself. In support of said arguments, Shri Deolalkar placed reliance on the ruling of Hon. Madras High Court in the case of Management of Coimbatore District Consumers Co-operative Wholesale Stores Limited Vs. Presiding Officer, Labour Court, Coimbatore and R. Jagannathan reported in 2004 (2) LLN-1068 wherein it is held that, "it is not open to employees to raise dispute with glaring negligence and delay. Dispute raised is liable to be rejected on ground of delay alone."

11. In the case in hand, if schedule of reference is perused, there is no specific date of termination of services of the second party/workman. The schedule states that as to whether the claim of Shri Gorakhnath Baburao Londhe that he had worked as Messenger-cum-Peón from 1985 to 1996 in Simar branch in relation to Region V of State Bank of India, Pune is true? In the affidavit which the second party filed in lieu of oral evidence which is at Ex. U-15 it is stated that, he worked with the first party bank from 15-11-1985 and his services are terminated from 12-2-1986.

12. The second party clearly admitted in cross examination in para 13 that, he has filed the certificate dated 24-6-1988, according to which he only worked with the first party bank during the year 1985 for 47 days and in 1986 for 43 days. It is further admitted by second party that, he has not filed any other documentary proof to show that he worked with the first party bank except the said period. Therefore from this fact it is clear that the second party only worked with first party bank during the year 1985 for 47 days and in 1986, he worked for 43 days. Apart from the said vital admission of second party, it also appears from application for amendment which is filed by second party in this Court on 22-2-2005, to which he also filed supporting affidavit on 22-2-2005 itself wherein it's stated by second party on page 4 of application for amendment that, "the workman is therefore, entitled to reinstatement with continuity of service and full back wages and other consequential reliefs from the date of termination of services i.e. from 12-2-1986. Therefore, it is clear that second party stated that his services were terminated from 12-2-1986. Thus, the said admission of second party in the application for amendment is corroborated by the certificate dated 24-6-1988 issued by first party which the second party filed on record wherein it is stated that the second party worked with first party bank from 15-11-1985 to 12-2-1986. Thus, from the certificate filed on record by second party wherein it is stated that he worked only from 15-11-1985 to 12-2-1986, the vital admission given by him in cross examination wherein he stated that he only worked for 47 days during the year 1985 and for 43 days in the year 1986 and which fact he also clearly stated in the application for amendment that, the services of second party were terminated from 12-2-1986.

13. From the record of this case, it is clear that, this case is sent to this Court for adjudication by the Central Government, through Ministry of Labour by the order dated 19-3-1999. It is clear that the services of second party were terminated from 12-2-1986. If the period from 1986 to 1999 is concerned, it is a period of about 11 years. Therefore, it becomes clear that the present case is sent for adjudication to this Court after a period of about 11 years from the date of termination of services. Therefore there is inordinate delay in making this reference.

14. In the case cited on behalf of bank i.e. Coimbatore District Consumers Co-operative Wholesale Stores Vs. Presiding Officer, & R. Jagannathan reported in 2004 (2) LLN-1068 decided by Hon. Madras High Court, there was a delay of 10 years in raising the dispute. It is held that there is glaring negligence on the part of the concerned workman in that case. In the case in hand, there is delay of about 11 years. The workman has not given any explanation. Thus I have no hesitation to hold that first party proved the reference is not maintainable on the ground of delay and latches. Hence, I answer issue No. 1 in affirmative.

15. As to issue Nos. 2 & 3 together : Since it is held that this reference is not maintainable on the ground of delay and latches, it is at all not necessary to decide other issues. However, even assuming for a moment that the reference is maintainable and it is not barred on the ground of delay and latches, it is clear from the documents filed on record, evidence of second party, application for amendment filed by second party that he only worked with first party bank during the year 1985 for 47 days and in 1986 for 43 days. Therefore, it cannot be said that he worked with the bank as alleged or that termination of his services is illegal or unjustified.

16. In sum, it is argued by Smt. Karad that, workman worked for more than 240 days & even then he was not given notice pay or retrenchment compensation at the time of termination of services. No provision of law is followed by first party bank while terminating the services of the workman and hence the said order of termination is required to be set aside and hence he is entitled to relief of reinstatement with continuity of service and back wages from the date of termination of his services. As against this, in sum, it is argued on behalf of first party that, second party workman was appointed for a limited period by first party bank. After the efflux of time, services of second party automatically stood terminated. Hence, the termination of services of second party is covered by section 2(oo) (bb) of the Industrial Disputes Act and as such, it is not retrenchment within the meaning of law and that as he never worked for 240 days, there is no necessity to comply with provisions of section 25F of the I.D. Act while terminating his services by the first party.

17. In support of his arguments, the learned counsel for first party has placed reliance on the following rulings :

- (1) Prakash Panduran Sawant Vs. Punjab and Sind Bank reported in 2007 LLR-1077 (Bombay High Court).
- (2) Ganga Kisan Sahakari Chinni Mills Ltd. Vs. Jalvir Singh reported in 2007 LLR-1260 (Supreme Court).
- (3) G.M. Tanda Thermal Power Project Vs. Jai Prakash Srivastava reported in 2008 LLR-30 (Supreme Court).
- (4) Award on the Industrial Disputes between certain Banking Companies and Their Workmen, which is popularly known as Shastri Award.
- (5) G. Madhav Rao and others Vs. State Bank of India, OJC No. 9039 of 1997 and others, decided by Hon. Orissa High Court, Cuttack on 18-9-1998.
- (6) Decision of Their Lordships of Hon. Supreme Court in G. Madhav Rao Vs. State Bank of India and others wherein the above decision of Hon. Orissa High Court, Cuttack is challenged.
- (7) Veer Kunwar Singh Univesity Ad-hoc Teachers' Association and others Vs. Bihar State University Service Commission reported in 2007 (114) FLR-423.
- (8) Umakant Patnayak and others Vs. Management, Gaiety Cinema reported in 2003 III CLR-674.
- (9) Secretary, State of Karnataka & others Vs. Umadevi and others reported in 2006 II LLJ-722 (Supreme Court).

18. I have gone through the statement of claim filed by second party/workman, amendment sought in statement of claim, written statement as well as additional written statement filed on record by the first party bank. I have also gone through the documents filed on record. I have also gone through oral evidence of second party/workman and his cross-examination. I have also heard the arguments for both the parties. I have also gone through the rulings cited on behalf of first party/bank. Thus, from the certificate filed on record by second party wherein it is stated that he worked only for 47 days in 1985 and for 43 days in 1986 and which fact he also clearly stated in the application for amendment that his services were terminated from 12-2-1986, I hold that he only worked for 47 days in 1985 and for 43 days in the year 1986.

19. Taking into account statement of claim, amendment thereof, written statement of bank, documents filed on record by both parties, the oral evidence of second party/workman and more particularly the vital admissions given by second party in cross-examination, I hold that second party/workman has not proved that he worked with first party/bank as alleged. In the light of record & taking into consideration the vital

admissions given by second party/workman, it cannot be said that he worked for 240 days in 12 months preceding the date of termination. Since the second party failed to prove that he worked for more than 240 days in 12 months preceding the date of termination, it was not at all necessary for the first party/bank to comply with the provisions of Section 25F of Industrial Disputes Act, 1947 i.e., payment of notice pay and retrenchment compensation to second party.

20. In the light of vital admissions given by the workman during his cross-examination and the certificates of working days filed on record by the second party, I have no hesitation to hold that the appointment of second party/workman was for specific period and after efflux of that period, the said appointment automatically came to an end and as such, it is not retrenchment as it is excluded from definition of retrenchment as given in Section 2(00) of the Industrial Disputes Act, 1947. Thus taking into consideration the statement of claim, written statement filed by first party, documents filed on record, evidence of second party, arguments advanced by both the counsels for parties, the rulings cited on behalf of bank, I hold that the workman has failed to prove that he worked with first party as alleged and that the termination of services of second party is neither illegal nor unjustified. Hence, I hold that the termination of services of second party/workman is legal and justified. Hence, I answer issue No. 2 in negative and issue No. 3 in the affirmative.

21. As to issue No. 4 : I have held that the action of first party/bank in terminating the services of second party/workman is neither illegal nor unjustified. Hence, I have held that the said termination of second party is legal and justified. Since termination of second party is held legal and justified, second party/workman is not entitled to any relief including reinstatement or back wages. Hence, I answer issue No. 4 in the negative. In the result, I pass following order :

ORDER

It is declared that second party/workman is not entitled to any relief including reinstatement with continuity of service, back wages as the said termination of his services is legal and justified. Award be sent for the publication to the Central Government.

Nashik : A.S. GATTANI, Presiding Officer

Dated : 22-2-2011

नई दिल्ली, 11 मई, 2011

का. आ. 1577.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नासिक के पंचाट (संदर्भ संख्या 21/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-04-2011 को प्राप्त हुआ था।

[सं. एल-12012/519/98-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th May, 2011

S.O. 1577.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Nashik as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 29/04-2011.

[No. L-12012/519/98-IR(B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI A. S. GATTANI,
PRESIDING OFFICER, LABOUR COURT,
NASHIK**

Ref. (I.D.A.) No. 21/1999

BETWEEN:

State Bank of India,
Region-V, Pune,
East Street, Pune-411001
Maharashtra,
Through the Regional Manager
... First Party/Employer

AND

Shri Dattatraya Ramchandra Aware,
R/O Weekly Bazar, Bhagur,
Panchadip Co-op. Society, Block No. 12,
District : Nashik,
Maharashtra ... Second Party/Workman

PRESENT:

Shri A.S. Gattani, Judge

APPEARANCES :

Shri C. A. Deolalkar, Advocate for First Party
Smt. V. D. Karad, Advocate for Second party

AWARD

(22-2-2011)

This is a reference sent by the Government of India, through Ministry of Labour sent this reference to this Court under Section 10 of Industrial Disputes Act, for adjudication on the demand of second party/workman. Schedule of reference is as under :

SCHEDULE

“Whether the claim of Shri Dattatraya Ramchandra Aware that he had worked as messenger-cum-peon from 1975 to 1996 in Nashik branch in relation to Region-V of State Bank of India, Pune is true? If so, whether the action of management in terminating the services of said workman w.e.f. 1996 is justified? If not, what relief the workman is entitled to?

2. After receipt of this reference, notices were issued to both parties. Thereafter second party/workman has filed statement of claim at Ex. U-2. It is contended by second party that he worked as messenger-cum-peon with first party Bank at Sinnar branch from 1-7-1975 to 31-8-1988 and from 1989 to 1996. Though he was given assurance that he will be made permanent, but he is not made permanent and his services were illegally terminated by first party bank. By amendment, it is contended that, he was working on permanent post, he worked for more than 240 days in 12 consecutive calendar months preceding date of termination. It is further contended that, more than 100 employees are working with the said Bank and hence Industrial Employment Standing Orders Act and model standing orders framed there under are applicable. The first party has not complied with provisions of Section 4 (D), (1) and (2) of model standing orders. It is further contended that second party is not paid retrenchment compensation and notice pay by first party at the time of termination of services and junior persons than the second party have been retained in service. Hence, it is violation of Section 25F & G of Industrial Disputes Act, 1947. No seniority list is published as required under rule 81 of Industrial Disputes Act, 1947. Hence, the second party prayed for reinstatement with continuity of service and full back wages from the date of termination of services.

3. First party resisted the claim of second party by filing written statement at Ex. C-4 contending that due to delay and laches, reference becomes infructuous and hence liable to be dismissed. It is contended that the second party never worked continuously for 240 days or more with the first party bank. As such it is not necessary to pay him notice pay or retrenchment compensation as provided in Section 25F of Industrial Disputes Act. He was appointed for specific period as Messenger-cum-sweeper. There is Shastri Award which is settlement with State Bank of India Staff Federation by management. Last such settlement was entered into on 30-7-1996 to regularize the temporary workmen and that settlement was valid upto 31-3-1997 and then the said list of temporary employees is scrapped. In that list, second party was a wait list candidate. Since he is not absorbed till 31-3-1997, he has lost his claim in that list. By additional written statement, it is contended that, the second party never worked for years together continuously. There is no unfair labour practice committed by the bank. It is contended that submissions about applicability of model standing orders are misguiding. It is also contended that there was no necessity to comply with the provisions of Section 25F of the Industrial Disputes Act. It is contended that by the bank that termination of services of the bank does not amount to retrenchment. The bank also denied other submissions. There is no illegality committed by the bank. Hence, the bank prayed for dismissal of the reference with costs.

1. Taking into consideration the rival contentions of both parties, following issues have been framed by my learned predecessor considering rival pleadings. I have recorded my findings followed by reasons.

ISSUES	FINDINGS
1. Whether the first party bank proves that the Reference is not maintainable on account of the alleged delay ?	Yes
2. Whether the concerned workman was employed as alleged ?	No
3. Whether the termination of their services was legal and justified ?	Yes
4. Whether the workman/second party is entitled to reinstatement with all consequential benefits ?	No
5. What award ?	As per final order

REASONS

5. In support of his claim, the second party has filed his affidavit at Ex. U-12 stating relevant facts of the case. He is duly cross-examined on behalf of the first party. The first party bank submitted that it does not want to examine any witness before this Court. The second party filed certificate of first party dated 8-8-1988 issued by Nashik branch stating that the second party worked from 4-6-1981 to 1-9-1981 for 90 days.

6. The Second party also filed an application calling for documents from the office of Assistant Labour Commissioner (Central) Pune i.e. demand notice, justification statement, reply of bank before the said authority. Accordingly, notice was issued to the Assistant Labour Commissioner (Central) Pune and accordingly, the second party workman by hand filed the copy of written say of the bank which is filed before the said authority in dispute raised by the second party/workman.

7. The first party filed copies of settlements dated 17-11-1987, 16-7-1988, 27-10-1988, 9-7-1991 and 30-7-1996 alongwith Ex. C-17 in Ref. IDA 1/1999 in the case of Shri R.B. Yeola. First party bank also filed certain documents in Ref. IDA 26/1999 which is a case of this bank and Shri Maind, copy of settlement dated 30-7-1996 including the list of ex-temporary employees of bank showing their number of days worked with the bank. The said document is filed along with Ex. C-5 in that case and it is marked as Ex. U-24.

8. I have heard arguments of Smt. Karad, the learned counsel appearing for second party/workman & Shri Deolalkar, learned counsel appearing for the first party. I have also gone through the statement of claim, written statement and documents filed by both the parties.

9. As to issue No. 1 : It is argued on behalf of second party that, the services of second party are terminated in

1996. Thereafter he made demand for reinstatement with continuity of service and back wages. The bank did not reinstate him, hence, he prayed that the demand be admitted into conciliation. The matter was before Assistant Commissioner of Labour (Central) Pune. Dispute was not settled and hence the Central Government referred the said dispute to this Court in the year 1999 and hence there is no delay in raising the dispute or referring the case for adjudication to this Court.

10. As against this it is argued on behalf of first party that, the reference deserves to be dismissed on the ground of delay and latches. It is further argued on behalf of the first party bank that after a lapse of many years from termination of services, present reference is sent to this Court for adjudication and as such, there is much delay, hence, reference deserves to be dismissed on the ground of delay itself. In support of said arguments, Shri Deolalkar placed reliance on the ruling of Hon. Madras High Court in the case of Management of Coimbatore District Consumers Co-operative Wholesale Stores Limited Vs. Presiding Officer, Labour Court, Coimbatore and R. Jagannathan reported in 2004 (2) LLN-1068 wherein it is held that, "it is not open to employees to raise dispute with glaring negligence and delay. Dispute raised is liable to be rejected on ground of delay alone."

11. In the case in hand, if schedule of reference is perused, there is no specific date of termination of services of the second party/workman. The schedule states that as to whether the claim of Shri Dattatraya Ramchandra Aware that he had worked as messenger cum peon from 1975 to 1996 in Nashik branch in relation to Region V of State Bank of India, Pune is true ? In the affidavit which the second party filed in lieu of oral evidence which is at Ex. U-12 it is stated that, he worked with the first party bank from 4-6-1981 to 31-8-1981 and his services are terminated from 31-8-1981.

12. The second party clearly admitted in cross-examination in para 13 that, he has filed the certificate dated 8-8-1988, according to which he only worked with the first party bank during the period from 4-6-1981 to 1-9-1981 for 90 days. It is further admitted by second party that, he has not filed any other documentary proof to show that he worked with the first party bank except the said period. Therefore from this fact it is clear that the second party only worked with first party bank during the period 4-6-1981 to 1-9-1981 for 90 days. Apart from the said vital admission of second party, it is also appears from application for amendment which is filed by second party in this Court on 22-2-2005, to which he also filed supporting affidavit on 22-2-2005 itself wherein it is stated by second party on page 4 of application for amendment that, "the workman is therefore entitled to reinstatement with continuity of service and full back wages and other consequential reliefs from the date of termination of services i.e. from 31-8-1981. Therefore it is clear that second

party stated that his services were terminated from 31-8-1981. Thus, the said admission of second party in the application for amendment is corroborated by the certificate dated 8-8-1988 issued by first party which the second party filed on record wherein it is stated that the second party worked with first party bank from 4-6-1981 to 31-8-1981. Thus, from the certificate filed on record by second party wherein it is stated that he worked only from 4-6-1981 to 31-8-1981, the vital admission given by him in cross-examination wherein he stated that he only worked for 90 days and which fact he also clearly stated in the application for amendment that, the services of second party were terminated from 31-8-1981.

13. From the record of this case, it is clear that, this case is sent to this Court for adjudication by the Central Government, through Ministry of Labour by the order dated 19-3-1999. It is clear that the services of second party were terminated from 31-8-1981. If the period from 1981 to 1999 is concerned, it is a period of about 18 years. Therefore, it becomes clear that the present case is sent for adjudication to this Court after a period of about 18 years from the date of termination of services. Therefore there is inordinate delay in making this reference.

14. In the case cited on behalf of bank i.e. Coimbatore District Consumers Co-operative Wholesale Stores Vs. Presiding Officer and R. Jagannathan reported in 2004 (2) LLN-1068 decided by Hon. Madras High Court, there was a delay of 10 years in raising the dispute. It is held that there is glaring negligence on the part of the concerned workman in that case. In the case in hand, there is delay of about 11 years. The workman has not given any explanation. Thus I have no hesitation to hold that first party proved the reference is not maintainable on the ground of delay and latches. Hence, I answer issue No. 1 in affirmative.

15. As to issue No. 2 and 3 together : Since it is held that this reference is not maintainable on the ground of delay and latches, it is at all not necessary to decide other issues. However, even assuming for a moment that the reference is maintainable and it is not barred on the ground of delay and latches, it is clear from the documents filed on record, evidence of second party, application for amendment filed by second party that he only worked with first party bank during the period 4-6-1981 to 31-8-1981 for 90 days. Therefore, it cannot be said that he worked with the bank as alleged or that termination of his services is illegal or unjustified.

16. In sum, it is argued by Smt. Karad that, workman worked for more than 240 days and even then he was not given notice pay or retrenchment compensation at the time of termination of services. No provision of law is followed by first party bank while terminating the services of the workman and hence the said order of termination is required to be set aside and hence he is entitled to relief of

reinstatement with continuity of service and back wages from the date of termination of his services. As against this, in sum, it is argued on behalf of first party that, second party workman was appointed for a limited period by first party bank. After the efflux of time, services of second party automatically stood terminated. Hence, the termination of services of second party is covered by section 2(o) (bb) of the Industrial Disputes Act and as such, it is not retrenchment within the meaning of law and that as he never worked for 240 days, there is no necessity to comply with provisions of Section 25F of the I.D. Act while terminating his services by the first party.

17. In support of his arguments, the learned counsel for first party has placed reliance on the following rulings :

- (1) Prakash Panduran Sawant Vs. Punjab and Sind Bank reported in 2007 LLR-1077 (Bombay High Court).
- (2) Ganga Kisan Sahakari Chinni Mills Ltd. Vs. Jalvir Singh reported in 2007 LLR-1260 (Supreme Court).
- (3) G.M. Tanda Thermal Power Project Vs. Jai Prakash Srivastava reported in 2008 LLR-30 (Supreme Court).
- (4) Award on the Industrial Disputes between certain Banking Companies and Their workmen, which is popularly known as Shastry Award.
- (5) G. Madhav Rao and Others Vs. State Bank of India, OJC No. 9039 of 1997 and others, decided by Hon. Orissa High Court, Cuttack on 18-9-1998.
- (6) Decision of Their Lordships of Hon. Supreme Court in G. Madhav Rao Vs. State Bank of India and others wherein the above decision of Hon. Orissa High Court, Cuttack is challenged.
- (7) Veer Kunwar Singh University Ad-hoc Teachers Association and others Vs. Bihar State University Service Commission reported in 2007 (114) FLR-423.
- (8) Umakant Patnayak and others Vs. Management, Gaiety Cinema reported in 2003 III CLR-674.
- (9) Secretary, State of Karnataka & others Vs. Umadevi and others reported in 2006 II LLJ-722 (Supreme Court).

18. I have gone through the statement of claim filed by second party/workman, amendment sought in statement of claim, written statement as well as additional written statement filed on record by the first party bank. I have

also gone through the documents filed on record. I have also gone through oral evidence of second party/workman and his cross-examination. I have also heard the arguments for both the parties. I have also gone through the rulings cited on behalf of first party/bank. Thus, from the certificate filed on record by second party wherein it is stated that he worked only for 90 days from 4-6-1981 to 31-8-1981 which fact he also clearly stated in the application for amendment that his services were terminated from 31-8-1981, I hold that he only worked for 90 days from 4-6-1981 to 31-8-1981.

19. Taking into account statement of claim, amendment thereof, written statement of bank, documents filed on record by both parties, the oral evidence of second party workman and more particularly the vital admissions given by second party in cross-examination, I hold that second party workman has not proved that he worked with first party/bank as alleged. In the light of record and taking into consideration the vital admissions given by second party/workman, it cannot be said that he worked for 240 days in 12 months preceding the date of termination. Since the second party failed to prove that he worked for more than 240 days in 12 months preceding the date of termination, it was not at all necessary for the first party/bank to comply with the provisions of Section 25F of Industrial Disputes Act, 1947 i.e. payment of notice pay and retrenchment compensation to second party.

20. In the light of vital admissions given by the workman during his cross-examination and the certificates of working days filed on record by the second party, I have no hesitation to hold that the appointment of second party/workman was for specific period and after efflux of that period, the said appointment automatically came to an end and as such, it is not retrenchment as it is excluded from definition of retrenchment as given in Section 2(oo) of the Industrial Disputes Act, 1947. Thus taking into consideration the statement of claim, written statement filed by first party, documents filed on record, evidence of second party, arguments advanced by both the counsels for parties, the rulings cited on behalf of bank, I hold that the workman has failed to prove that he worked with first party as alleged and that the termination of services of second party is neither illegal nor unjustified. Hence, I hold that the termination of services of second party workman is legal and justified. Hence, I answer issue No. 2 in negative and issue No. 3 in the affirmative.

21. As to issue No. 4 : I have held that the action of first party/bank in terminating the services of second party/workman is neither illegal nor unjustified. Hence, I have held that the said termination of second party is legal and justified. Since termination of second party is held legal and justified, second party/workman is not entitled to any relief including reinstatement or back wages. Hence, I

answer issue No. 4 in the negative. In the result, I pass following order :

ORDER

It is declared that second party/workman is not entitled to any relief including reinstatement with continuity of service of back wages as the said termination of his services is legal and justified. Award be sent for publication to the Central Government.

Nashik :

A.S. GATTANI, Presiding Officer

Dated : 22-2-2011

नई दिल्ली, 11 मई, 2011

का. आ. 1578.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डायरेक्टोरेट ऑफ़ व्हीट रिसर्च के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. II, नई दिल्ली के पंचाट (संदर्भ संख्या 20/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2011 को प्राप्त हुआ था।

[सं. एल-42012/83/2006-आई आर(डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 11th May, 2011

S.O. 1578.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 20/2007) of the Central Government Industrial Tribunal-cum-Labour Court No.-II, New Delhi, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Directorate of Wheat Research and their workman, which was received by the Central Government on 11-5-2011.

[No. L-42012/83/2006-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
KARKARDOOMA COURT COMPLEX,
DELHI**

I.D. No. 20/2007

Dated : 27-4-2011

In the matter of dispute between :

Shri Ajay Kumar, H. No. 1712,
Sector 13, Karnal

... Workman

Versus

The Director, Directorate of Wheat Research,
Post Box No. 158, Kunjpura Road,
Karnal-132001

... Management

AWARD

The Central Government, Ministry of Labour vide Order No. L-42012/83/2006-IR (DU) dated 25-4-2007 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Directorate of Wheat Research, Karnal in not following the provisions of Sections 25F, 25G and 25H, while terminating the services of their workman Shri Ajay Kumar w.e.f. 12-1-2005 is legal and justified ? If not, to what relief the workman is entitled to ?”

Statement of claim was filed by the workman in the year 2005. Written statement to the same was filed by the management in June, 2008. Thereafter, replication was filed by the workman. However, evidence of the workman is yet to be recorded in this case and cross-examination of the workman has not yet taken place. The workman has not been attending this court since April 5, 2010. It is evident that he is no longer interested in the outcome of this reference. In these circumstances, there is no way out except to pass a no dispute award in this case which is passed accordingly. The reference sent by the Central Government stands disposed of accordingly.

Further, it is ordered that the requisite number of copies of the award be forwarded to the Central Government for necessary action at their end.

Dated : 27-4-2011

SATNAM SINGH, Presiding Officer

नई दिल्ली, 11 मई, 2011

का. आ. 1579.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ़ सौराष्ट्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-I, मुम्बई के पंचाट (संदर्भ संख्या 13/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2011 को प्राप्त हुआ था।

[सं. एल-12011/32/2007-आई आर(बी-1)]
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th May, 2011

S.O. 1579.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/2008) of the Central Government Industrial Tribunal-cum-Labour Court -I, Mumbai, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Saurashtra and their workman,

which was received by the Central Government on 29-4-2011.

[No. L-12011/32/2007-IR (B-I)]
RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I,
MUMBAI**

PRESENT:

Justice G. S. Sarraf, Presiding Officer

Reference No. CGIT 13 of 2008

Employers in relation to the management of :

State Bank of Saurashtra

AND

Their workman

APPEARANCES:

For the Management : Mr. M. G. Nadkarni,
Advocate

For the Workman : Mr. Jaiprakash Sawant,
Advocate

State : Maharashtra

Mumbai, dated this the 18th day of April, 2011

AWARD

This is a reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour, New Delhi Order No. L-12011/32/2007-IR (B-I), dated 29-1-2007. The Schedule is as follows :

SCHEDULE

“Whether the action of the management of State Bank of Saurashtra, Vashi Branch, Navi Mumbai for non-payment of bonus to Smt. Sonabhai Rajendra Ingle from 16-4-2000 till her oral termination upto 27-11-2006 is justified ? If not, what relief Smt. Sanabhai R. Ingle is entitled to ?”

2. Shri Jaiprakash Sawant, learned advocate for the workman has stated that the workman is not interested in prosecuting the case.

3. In view of the above submission, the matter stands disposed of for want of prosecution.

4. An Award is made accordingly.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 11 मई, 2011

का. आ. 1580.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑल इंडिया रेडियो के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या सीजीआईटीए 71/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2011 को प्राप्त हुआ था।

[सं. एल-42012/47/95-आई आर.(डी.यू.)]

जोहन तोपनो, अवर सचिव

New Delhi, the 11th May, 2011

S.O. 1580.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGITA 71/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of All India Radio and their workman, which was received by the Central Government on 11-5-2011.

[No. L-42012/47/95-IR (DU)]
JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, AHMEDABAD**

PRESENT:

Binay Kumar Sinha, Presiding Officer, CGIT-cum-Labour Court, Ahmedabad.

Dated 28th April, 2011

Reference : ITC No. 20 of 1998 Old

Reference : CGITA of 71 of 2004 New

The Station Director,
All India Radio, Ashram Road,
Ahmedabad-380 009

... First Party

AND

Their Workman,
Shri Rameshbhai Chimanbhai Datania,
Lakhaji Ni Chwal,
Mehdi Kuva, Dudheshwar,
Ahmedabad-360001

... Second Party

For the First Party Shri P. I. Shah, Advocate.

For the Second Party Shri R. B. Rajput, President of
Union of Labour Association, Ahmedabad.

AWARD

The Appropriate Government, the Government of India, Ministry of Labour and Employment/Shram Mantralaya New Delhi, by its order No. L-42012/47/95-IR (DU) dated 27/29-12-1995 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947, referred following dispute to this tribunal for adjudication under the schedule as follows :

SCHEDULE

“Whether the action of management of All India Radio, Ahmedabad and through its Officers, in terminating the services of Shri Rameshbhai Chimanbhai Datania, Wireman/Electrician from 15-3-1994 justified/valid and legal ? If not, to what benefits the employee/workman is entitled and what directions are necessary in the matter ?”

2. The second party workman for contesting the reference submitted his statement of claim (Ex. 7) pleading therein as follows. He was appointed orally for the post of Wireman Helper by the first party from 1-4-1988 on casual basis at minimum wages at the rate of Rs. 19.60 per day. Sunilkumar Jha—Assistant Station Engineer on 22-4-1991 and earlier on 30-6-1989 for the period 1-4-1988 to 30-6-1989 certificate was issued by Shri S. C. Sharma Assistant Station Engineer. First party (A.I.R.) issued form to him from 1st May, described casual Labour basis at CR-H.P.T. as to state arrival and departure time, signed by E.O.D. of All India Radio. It was for the month of May 1988 and July 1988. Further case is that he continued his services till the date of 31-7-1989 and again a certificate was issued by Shri Makwana, Assistant Station Engineer, All India Radio on 29-5-1989. Further case is that All India Radio removed him from the post of Wireman helper on 31-7-1989. Subsequently he was appointed on contract basis for which letter was issued to him under AHM-10 (2)/80-E dated 5-7-1989 describing the work provided to him for maintenance of electrical equipment for 2 months inviting quotation to be reached at All India Radio on 10-7-1989, again All India Radio issued revised contract for 2 months to him for electrical maintenance inviting quotation by 30-3-1990 and again All India Radio issued revised quotation for contract of work after, every two months and provided him work by issuing contract letter to him. Again All India Radio first party issued revised contract letter inviting quotation to him for cleaning of H.P.T. Again first party All India Radio issued contractual work for three months after inviting quotation and he was appointed for job. It is the case of the second party that he continued to work under the first party till 14-3-1994 continuously from 1-4-1988 to 14-3-1994 for six years and served the first party All India Radio and perform his duty in different capacity like operation and maintenance of pumps also maintaining other Electrical installation on cleaning high power

transmission etc. as wireman helper, but the first party All India Radio terminated him on 14-3-1994 without prior notice or notice pay or providing benefits to him. On this score the claim has been made for reinstatement with back-wages and continuity in services. Also praying for cost.

3. In order to contest this reference vehemently, the first party through its Station Director submitted written statement pleading inter-alia that the Reference is not maintainable. The second party workman is not regular employee and his appointment is not made as per rules prescribed by the Department. Regular employee is appointed in the All India Radio by publishing advertisement, calling out interview and issuing appointment order by Head of Office of All India Radio. The second party workman was not appointed as per aforesaid rules. The first party denied all averments made in the statement of claim stating that the contents of the statement of claim is to be strictly proved by the second party workman. It is the case of the first party that the second party workman Shri Ramesh C. Datania had never been in regular service or even casual employment of All India Radio. His claim is false that he was given first appointment letter in 1987 and he had continued to worked uninterrupted up to March 1994, no appointment letter was issued to him (second party workman). More so, no appointment in a Government Office like All India Radio can be made without an appointment letter specifying the designation, basic pay, pay scale, probation period, relevant conditions etc. The second party workman Shri Datania has not mention about any written communication to support his claim that he has been duly appointed and had been employed in All India Radio, Ahmedabad. On the other hand the actual truth is that Shri Datania had been provided labour contracts for some of the items of work were being awarded to him from time to time for specified periods and there were many breaks between two consecutive contracts. More so, these contracts were awarded to the second party workman on the basis of lowest tender after floating enquiries. There is no question of Shri Datania having worked uninterrupted as Wireman or Electrician from 1st April, 1988 till 14-3-1994. He was not in employment of the first party and he was not designated as Wireman or Electrician, rather he was supposed to provide labour for specific items of work, as per contractual work order. Though it is claim by the second party Shri Datania that the Assistant Engineer of the first party has issued certificate to him on 29-5-1989 and 22-4-1991, but Assistant Station Engineer is a junior officer and he is not authorized to give any testimonials and such testimonials are not valid, rather Assistant Station Engineer might have issued certificate to the second party in good faith on his request for his better prospect and regular appointment on other government department. Further case is that in government office no person can be employed from 1987 June to 1989 without any appointment letter likewise when

second party was not employed by All India Radio, Ahmedabad there is not question of assigning him any job to him. On the contrary the periodical and their term of contract awarded to him on lowest tender/quotation basis at fee coated for the work by him. The question of wages does not arise since contract was awarded only when outside help was required for any particular item of work. In all that contract work specified period had been mentioned and the time limit was also indicated. The office of All India Radio is free to employ on daily wages any number of hands, however no casual labour has been employed for any semi skilled or skilled job. The second party Shri Datania had been awarded contractual works in specified short term period. So, there is no question of grant of any regular time scale to him. On these grounds prayer has been made for rejecting the Reference since the claim made by the second party is misconceived, untenable. More so, the second party workman was not unemployed during the period of his alleged termination and so, there is no liability upon the first party to pay back-wages or for his reinstatement.

4. In view of the rival contention made by both sides in their pleadings the following issues are taken up for consideration and determination.

ISSUES

- (I) Whether the Reference is maintainable?
- (II) Whether the second party workman Shri Datania had been issued any appointment letter by the first party All India Radio?
- (III) Whether the continuity of work of the second party as per contractual assignment inviting tenders on each occasion enables the second party to prove his continuity of services for more than 240 days in calender year?
- (IV) Whether the work assigned to the second party under contractual works orders are perennial in nature?
- (V) Whether the action of the management of All India Radio Ahmedabad, through its officer in terminating the services of the second party from 15-3-1994 is justified valid and legal?
- (VI) Whether the second party workman is entitle for his reinstatement and consequential benefits?
- (VII) What relief the second party workman is entitle?

FINDINGS

5. Issue No. II:

It has been argued on behalf of the second party that the workman R. C. Datania was appointed on casual basis on May 1988 by authorized dignitary Dipak Joshi,

Assistant Engineer, at daily salary of Rs. 19.60 payable on monthly basis as wireman electrician though the workman in his oral evidence Ext. 4 try to support that he was appointed on casual basis in the month of May 1988. Now it has to be examined whether his self claim appointment was made by the All India Radio, Ahmedabad after observing the rules of appointment. In this regard the second party has filed the Xerox copy of a certificate granted by Assistant Station Engineer, S. C. Sharma on 30-9-1988 which is in form of a certificate and is not at all appointment letter. It has only been specified Shri R. C. Datania was engaged in this office as wireman helper for maintenance of electrical equipment from 1-4-1988 to 31-7-1988 which is for a period of four months that comes to about 120 days. The second party has filed the second certificate which is dated 22-4-1991 signed by Shri Sunil Kumar Jha, Assistant Station Engineer which is in form that the workman Datania was engaged in the office All India Radio as electrician workman for maintenance of electrical equipment from 1-4-1988 till the date i.e. 22-4-1990. First certificate has been marked at Ext. 46 and the certificate 46/1. Those two certificates cannot be regarded as appointment letters. Assistant Station Engineer is a junior officer posted in All India Radio having no power for issuing any appointment letter. It appears that these two certificates are testimonials issue in favour of the workman might be on his request by Assistant Station Engineer to show his work was found satisfactory during that period. Ext. 47 is the copy of casual labour at CR/RC for the three months May 1988, June 1988, July 1988 as to arrival and departure of Ramesh Datania in the premises of the All India Radio, Ahmedabad. These three papers have been marked at Exts. 47, 48 and 49 for the month of May, June, July 1988 respectively. It also go to show marking of arrival and departure with the signature of E.D.O., these papers only go to show that since the workman Ramesh Datania had been provided work for maintenance in his short term work period, so his arrival and departure were marked on the casual labour CR/RC since the premises of All India Radio is a restricted place where general people are not allowed to roam. Ext. 50 is yet another certificate dated 29-5-1989 granted by M. K. Makwana, Assistant Station Engineer to the effect that Shri Ramesh Datania working as a electrician/wireman in this office on casual basis as and when required during the years 1988 to 1990. These certificates go to discard the claim of the workman that he was continuously working as casual labour rather go to show that as and when required, the workman was working during the years 1988 and 1989. Exts. 50 or Exts. 46 and 46/1 which are also the certificate issued by other Assistant Station Engineer cannot be regarded as appointment letters from any angle. The first party management has also examined the witness by name Dhirajlal Veghela who deposed to support and corroborate the stands taken by the first party. All India Radio in its written statement, also deposing that at no point of time

workman Ramesh C. Datania had been appointed as casual workman of All India Radio. He has further deposed that the workman had been provided short term work orders for maintenance of electrical equipment and other after inviting tenders he was also deposed that not only the workman R. C. Datania was provided work under tender rather other persons were also provided short term work orders for maintenance on behalf of the first party. The original certificate dated 30-9-1988 granted by S. C. Sharma, Assistant Station Engineer has been filed which is Ext. 46 already marked for the second party. The original casual labour at CR/RC for the months of May, June and July 1988, Ramesh Datania has also filed, it has already been marked at Exts. 47, 48, 49 already discussed above. The first party has also filed another certificate dated 29-5-1989 which is already been marked at Ext. 50, which go to show that during 1988-89 Ramesh Datania was provided work on casual basis for maintenance of electrical cutting single phase motors, fans etc., as Electrician/Wireman.

6. On scrutinizing of the papers discussed above, this Tribunal is of the considered view that the second party workman Shri Ramesh Datania had not been appointed by the first party All India Radio as an employee rather he was provided short period work, since he was an electrician those works were assigned to him on casual basis that means after the end of the stipulated period of work he was not required to come in the premises of the All India Radio. So, this issue is answered in negative that the second party workman had not been issued any appointment letter by the competent authority of the first party All India Radio.

7. Issue Nos. III & IV :

Ext. 52 series (52/10) are the letters of different dates issue to Ramesh C. Datania addressed on the subject inquiry for operation and maintenance of pumps also for maintaining other electrical installation etc. of All India Radio, Ahmedabad on contract basis. These are the Xerox copies of the letters. Whereas the first party has produced original letters on the subject inquiry for operation and maintenance of pumps which had already been marked at Ext. 50 series, on submission of the Xerox copy by the second party/workman side, the first letter is regarding contract for the work for two months period giving information to the second party/workman to submit his seal tender mentioning quotation for the work for periodical maintenance, through which the tenders was invited up to 10-7-1989. Ext. 52/1 is another letter inviting tender from the workman up to 30-3-1990 for two months maintenance of work. Ext. 52/2 is another letter through which tender was invited up to 30-4-1990. These papers do not go to connect that on inviting tenders for two months period of works from the workman and other persons the second party workman was treated as employee of All India Radio. Ext. 52/3 is the letter dated 8-5-1990 addressed to the workman on the subject acceptance of contract mentioning

about fee for the works for the period of two months will be Rs. 1100. Ext. 52/4 is another acceptance of contract of the workman which is dated 23-3-1990 mentioning about the fee for his two months work. Another letter in the acceptance series of the contractual work is dated 16-1-1992 is for three months contractual works mentioning fee per month at the rate of Rs. 800. Another letter is dated 21-12-1991 on the subject of inquiry for operation and maintenance inviting tenders to be submitted by 25-12-1991 Ext. 52/51s the letter regarding inviting quotation for three months work. Ext. 52/9 is a letter addressed to the workman from All India Radio Ahmedabad dated 31-11-1992 regarding acceptance of contract for three months on per month fee Rs. 900 contract starting with effect from 1-12-1992, Exts. 52/7, 52/8, 52/9 and 52/10 are the letters dated 20-3-1993, 6-9-1993, 15-9-1993 and 3-1-1994, respectively in the name of Ramesh Datania inviting quotation for electrical maintenance work up to specified date for three months contractual works. Ext. 52 series do not go to connect that the second party workman was working in the premises of All India Radio, Ahmedabad either as casual employee/temporary employee. On the their hand those papers go to show that the second party workman Ramesh Datania was working as a contractor for the specified period either two months or three months with breakage in doing the maintenance work on acceptance of his lowest quotation for works. In other words the second party workman was working inside the premises of All India Radio as a contractor either doing maintenance work himself or through his workers. Even if, as per attendance sheet record arrival and departure time mention for the months of May, June, July 1988, the entry of the workman in the premises of the All India Radio can be said to be for limited purpose for doing maintenance of work and not for purpose of either temporary employee of All India Radio or a casual worker of the All India Radio. Likewise Ext. 8/1 the Xerox copy of I-card of 2nd party does not go to prove that he was employee since he had been granted permission for entry so I-card had been temporarily issued. So Exts. 8/1 and 52 series do not also go to connect that the workman Ramesh Datania had worked continuously for more than 240 days in any calendar years. There is only oral evidence of the workman vide Ext. 4 that he continued to work right from April 1988 till the date of his termination in March 1994. But from the documentary evidence his such claim is disproved. More so, the documentary evidence produced go to discard such claim of the workman that he worked for 240 days and more in calendar years. On the contrary it go to show that there was no continuity of work of the second party rather, on periodical basis he was assigned a contractual work after acceptance of his lowest quotations on some occasions. Several payment vouchers have also been submitted on behalf of second party with list at Ext. 56. From going through the Xerox copy of the payment vouchers it appears that in entry Nos. 554, 510, 506, 540, 537, 523, 526, 491, 487,

481, 483, 480, 523, 526 there are only entries that Ramesh Datania was paid per month fee of Rs. 1,000 for the period 15-11-1993 to 14-12-1993, 15-10-1993 to 14-11-1993, 15-9-1993 to 14-10-1993, 1-6-1993 to 30-6-1993, 1-1-1993 to 31-1-1993, 1-2-1993 to 28-2-1993, 1-12-1990 to 31-12-1992, 28-8-1992 to 27-9-1992, 28-7-1992 to 27-8-1992. In these vouchers there are names of the other persons namely Chanabhai Hirabhai, Shaikh Mohammad Rafi, Kamlesh, Bharat and also other persons were engaged for different works and also for the maintenance of electrical equipment or as pump operators and they were also paid monthly fee through the vouchers as that of 2nd party Ramesh. It appears that not only workman Ramesh Datania was working as electrician/wireman rather other persons were also doing the maintenance work of electrical equipment, including operation of pumps etc. for different period and they were being paid likewise through vouchers for the different periods not assigned to the workman Ramesh Datania. More so, there is no continuity of work that Ramesh Datania had ever worked 240 days in continuity in any calendar year. These papers also go to show that the works of maintenance assigned to workman Ramesh Datania and also to other contractors, were not perennial in nature. More so, the contractual works order were periodically issued to the workman Ramesh Datania and also to other persons. So, the work assigned to the second party workman under contractual orders were not perennial in nature. There is no continuity of his contractual works in the premises of the All India Radio. Papers on the record go to show that as per works requirement in the All India Radio second party Ramesh Datania and other persons were granted contractual works for different period of works on casual basis.

8. From examination of the oral and documentary evidence discussed above this Tribunal is of considered view that there is no continuity of work of the second party even as contractual assignment of works and the second party has not proved his continuous work as contractual worker for 240 days in calendar years, the work assigned to the second party was not perennial in nature. So, these issues are decided in negative that the second party workman could not have been able to prove that he continued to work on casual basis for 240 days in calendar years or that his work was perennial in nature.

9. Issue Nos. V & VI

In view of the findings given to issue Nos. 2, 3 and 4 in the foregoing, I find and hold that, the action of the management of All India Radio Ahmedabad, through its officer in terminating the services of the second party from 15-3-1994 is justified, valid and legal. The workman was being assigned work casually on contractual works for short period as per requirement on acceptance of the lowest quotation so, in such view of the matter the second party workman is not entitled for his reinstatement or for getting any benefits.

10. Issue Nos. I & VII :

It has been argued on behalf of the first party that the All India Radio is not an Industry so, the Reference is not maintainable. To support such contention, Shri P. I. Shah, Advocate appearing for first party has relied upon a case law Physical Research Laboratory Vs. K. S. Sharma reported in 1997 (1) CLR 1116 wherein Hon'ble Apex Court has held that the operation of Physical Research Laboratory is not an Industry. He has also relied upon the case law in connection with Umadevi Judgment reported in A.I.R. 2006 S.C. 1806 = 2006 (4) S.C. Cases-1. It has been argued on behalf of the first party that All India Radio since not an Industry does not come under the purview of the Industrial Disputes Act and so, the Reference sent for adjudication is not maintainable. On behalf of second party workman Shri R. B. Rajput could not be able to successfully relied on point of maintainability of the Reference. The case law cited on behalf of the 2nd party in 2000 (1) L.L.J. S.C. 302 Narsingh Vs. Union of India, 2010 G.L.R. (51) page 731 in the case of D.F.T. Division Vs. Maghanbhai Chavda are not applicable in the instant case to support 2nd party. Now case law of Umadevi case (supra) has become authority on the status of casual, ad-hoc or term based appointees.

This Reference is not maintainable and the 2nd party workman is not entitled for any relief or directions.

Reference is dismissed on contest, parties to bear cost.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 11 मई, 2011

का. आ. 1581.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हैवी वॉटर प्लांट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 26/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2011 को प्राप्त हुआ था।

[सं. एल-42011/66/2010-आई आर (डी.यू.)]
जोहन तोपनो, अवर सचिव

New Delhi, the 11th May, 2011

S.O. 1581.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 26/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the employers in relation to the

management of Heavy Water Plant and their workman, received by the Central Government on 11-5-2011.

[No. L-42011/66/2010-IR (DU)]
JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHENNAI**

Tuesday, the 3rd May, 2011

PRESENT :

A. N. Janardanan, Presiding Officer.

Industrial Dispute No. 26/2011

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) between the Management of Heavy Water Plant, Tuticorin and their

Workman)

BETWEEN

The General Secretary,
Heavy Water Employees Union,
HWP Housing Colony (Post),
Tuticorin-628007. ... 1st Party/Petitioner
Union

Vs.

1. The Officer on Special Duty,
Heavy Water Plant,
HWP Colony Post,
Tuticorin-629007. ... 2nd Party/1st
Respondent
2. The Chief Executive,
Heavy Water Board,
Vikram Sarabhai Bhawan,
Anu Shakti Nagar,
Mumbai-400094. ... 2nd Party/2nd
Respondent

APPEARANCES :

For the 1st Party/ : Sri V. Kaliappan, Authorized
Petitioner Representative.

For the 2nd Party/ : Sri S. S. Bhoopathy, Authorized
Management Representative.

AWARD

1. The Central Government, Ministry of Labour vide its Order No. 42011/66/2010-IR (DU) dated 28-3-2011 referred the following industrial dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of Heavy Water Plant, Tuticorin in connection with transfer of protected workmen i.e. President and Secretary of the Union from Tuticorin to Manuguru, Andhra Pradesh is legal and justified ? What relief the protected workmen are entitled to ?”

2. After the receipt of the industrial dispute, the referred ID was taken on file as ID 26/2011. Pursuant to notice both sides entered appearance through Authorized Representatives. It was represented on behalf of the Respondent that the dispute is almost extinct and that the same would be withdrawn.

3. On behalf of the petitioner Claim Statement was filed praying to close the ID, but inter-alia reciting as follows :

President and General Secretary of Heavy Water Employees Union were protected workmen who were subjected to temporary transfer on rotation basis from 8-8-2009. This has led to difficulty in discharging the Trade Union activities. In spite of request to retain the President and General Secretary to discharge their legitimate Trade Union activities the Management turned down it. It is not disputed that the employees are primarily appointed to carry out the bonafide activities of the Department. But the Management failed to understand that Trade Union Act is enacted only to protect the welfare and rights of the employees. On assumption of office on 1-4-2011 of the new Chief Executive and Chairman, Heavy Water Board it has been assured in the meeting on 11-4-2011 at Mumbai that no further disturbances of HWP, Tuticorin Employees would be there and whatever benefits available to the employees of other operating plant would be continued to HWP Tuticorin Employees. In view of the goodwill gesture and in order to maintain industrial peace and harmony the ID is to be closed.

4. No Counter Statement filed. No evidence was adduced, on either side.

5. Points for consideration are :

- (i) Whether the transfer of protected workmen i.e. President and Secretary of the Union from Tuticorin to Manuguru, Andhra Pradesh is legal and justified ?
- (ii) To what relief the concerned workmen are entitled ?

Points (i) and (ii) :

6. The representative from either side represented that the ID may be closed as the dispute has become extinct. Petitioner's representative in his Claim Statement and

Respondent's Representative in a copy of the letter addressed to this Court made the submissions for treating the dispute closed as the dispute has been become extinct.

7. Recording the submissions the ID is only to be treated as closed. I am satisfied that the submissions on either side are voluntary and genuine. Therefore, no question in relation to the dispute survives for consideration and adjudication.

8. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 3rd May, 2011).

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

Documents Marked :

On the Petitioner's side :

Ex. No.	date	Description
		N/A

On the Management's side :

Ex. No.	Date	Description
		N/A

नई दिल्ली, 11 मई, 2011

का. आ. 1582.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोलकाता टेलीफोन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कोलकाता के पंचाट (संदर्भ संख्या 05/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-5-2011 को प्राप्त हुआ था।

[सं. एल-40012/19/1992-आई आर(डी यू)]
जोहन तोपनो, अवर सचिव

New Delhi, the 11th May, 2011

S.O. 1582.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 05/1995) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Kolkata Telephones and their workman, which was received by the Central Government on 11-5-2011.

[No. L-40012/19/1992-IR(DU)]
JOHAN TOPNO, Under Secy.

ANNEXURE
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL AT KOLKATA

Reference No. 05 of 1995

PARTIES :

Employers in relation to the management of Kolkata Telephones.

AND

Their workman.

PRESENT :

MR. JUSTICE MANIK MOHAN SARKAR, Presiding
 Officer

APPEARANCES :

On behalf of the Management : Mr. T. Chowdhury,
 Ld. Advocate.

On behalf of the Workman : Mr. Ld. Advocate

STATE : West Bengal. INDUSTRY : Telephone

29th April, 2011

AWARD

By Order No. L-40012/19/92-IR(DU) dated 23-2-1995 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Calcutta Telephones in terminating the services of Shri Uttam Das, a casual labour w.e.f. 1-12-81 is legal and justified ? If not, to what relief the workman is entitled to ?”

2. In this reference the workman, in his written statement of claim has stated that he joined the service of Calcutta Telephones as a Casual Mazdoor in ACG-17 A/c. from 16th August, 1980 under the Cable Jointer, Shri B. C. Das in 55/54 Exchange of Calcutta Telephones at 4, Old Mayor's Court, Kolkata-5 and Shri R. Acharjee, Junior Engineer (S-II) and he worked till March, 1981 and that he was given work regularly during this period though sometimes he was put off for a week or 10 days and in such a way worked as casual labour for 20 to 25 days in a month. On the basis of experience acquired by the workman for over seven months in trenching, digging and laying cables and assisting cable jointing, he was appointed as Daily-rated Mazdoor from 1st day of April, 1981 and he was required to work continuously till 30th November, 1981 under the S.D.O (Phones), 55/54 Exchange and he was even to work on Sundays and holidays. During that period the

present workman was shown to have worked only for 235 days as per certificate of S.D.O.P., 55/54 Exchange of the Kolkata Telephones by a certificate dated 22-11-1983. The workman claimed that during his tenure as Daily-rated Mazdoor, his payment was done through muster roll and he was not allowed any rest day. Suddenly the S.D.O.P. called the Daily-rated Mazdoors of the exchange and told them that according to the instructions from the higher authority all the D.R.Ms would be retrenched within 2 to 3 months and that all the posts in which the present workman was working would be filled up through the Employment Exchange and on and from 1st December, 1981 the present workman and 7 other Daily-rated Mazdoors were refused work without making any payment towards notice. The workman concerned has given a table of work from 16-8-1980 till 31-12-1981 and thereafter in February and March, 1982 to show that he had worked for more than 240 days in the year 1981 and thus he was entitled to receive the notice pay and retrenchment compensation as per mandatory provision of retrenchment. The workman has claimed that his termination being illegal and unjustified, he be allowed reinstatement with full back wages and other entitlement including increase in wages and other benefits.

3. Management in their written statement has stated that the dispute has been referred under Section 2(k) read with Section 10 of the Industrial Disputes Act, 1947 and so Section 2A of the Act has no application here and so the reference itself suffers from inherent defect and cannot be adjudicated. It has further been claimed that the reference is time barred making it unadjudicable. It has further been claimed that by a memorandum of settlement dated 29-4-1988 arrived and concluded at tripartite level between the management of Calcutta Telephones and 41 workmen and there the claim of the applicant workman among 16 others were withdrawn having regard to the fact accedes to the management view that the entitlement of workman was absent having far short of 240 days of work from the date of his alleged termination, and as the settlement stands at par with the Award, the alleged cause of action of the workman concerned lost its force as being adjudicated upon on admission by the workmen representative which was reduced to writing by way of settlement. The management has denied the claim of the workman that he joined as Casual Mazdoor in Calcutta Telephones on 16-8-1980 and worked upto March, 1981 and even the alleged certificate by Shri D. K. Dasgupta, S.D.O.P., 55/54 Exchange does not carry a period prior to 9-4-1981. It is stated that the workman had worked as a casual labourer during the period for 4 months from May, 1981 to August, 1981 and during this period he worked for 26 days each in the months of May and June, 1981 and 23 and 24 days in the months of July and August, 1981 and accordingly he worked for a total of 99 days only during that period. The certificate alleged to have been issued by Shri R. Acharjee, Junior Engineer (S-II), 54/55 Exchange dated 31-3-1981 was not relied upon

during the conciliation proceeding and might have been collected afterwards and such certificate is disputed and denied by the management. The management side claimed, in fact, the applicant worked for 119 days during the period from May, 1981 to August, 1981 including Sundays and holidays by way of working out his monthly engagement as 31 days, 30 days, 27 days and 31 days during the month of May to August, 1981 respectively. The management claimed that mere issue of gate pass did not mean that the workman was engaged for 20-25 days work in a month and even after such issue of gate pass, workman might have been engaged only for a few days in a month and the management has emphatically denied that the workman completed 240 days during the period December, 1980 to November, 1981. The management has denied that the workman alongwith 7 other D. R. Ms. were refused work and rather claimed, on the contrary, that the workman left the job on his own accord and that he is not entitled to any benefit. Though there is a clause in the memorandum of settlement that 17 D. R. Ms. including the present workman Uttam Das could approach the management with documents to substantiate claim of 240 days work in a year, by 1-8-1988, this worker did not approach the management by that stipulated date with supporting documents and rather he alongwith 16 other D. R. Ms. withdrew their claim and did not avail of the chance within time period as on 1-8-1988.

4. A rejoinder was filed by the workman and referring the contents thereof is not needed here as there was a para-wise denial by the workman in respect of the contents of the written statement of the management followed by repetition of the contents of written statement of claim.

5. There was no denial from the side of the management that the present workman Uttam Das worked for sometime as a casual labourer in the Calcutta Telephones in the year 1981 but the period of such work has been stated to be for 119 days in total during the period from May, 1981 to August, 1981. On the other hand, the claim from the side of the workman was that he worked for more than 240 days beyond the period as stated by the management and thereby the workman has got sufficient reason to claim compliance of mandatory provision of Section 25F and his consequential relief since he has worked for more than 240 days in 12 calendar months and as the management did not comply with the mandatory provision of Section 25F, his termination became illegal and automatic reinstatement should be ordered in his favour with back wages.

6. In proof of his claim of the number of days of work, workman side relied upon two certificates which are exhibits W-1 and W-2 in the present reference. Ext. W-1 contains a certificate issued by one Junior Engineer (S-II), 54/55 Auto Exchange, Calcutta Telephones and therein he was certified to have been working as daily rated mazdoor

as on 31-3-1981. The other certificate being Ext. W-2 was granted by one Mr. D. K. Dasgupta, S.D.O.P. of the same exchange about his working as casual labour for 235 days in between 1-4-1981 to 30-11-1981. Though the certificate Ext. W-1 was granted in respect of his working as casual labour as on 31-3-1981 but it does not contain for how long he was so doing the work of casual labour and so presumption cannot be drawn thereupon about the number of days of work. Further in Ext. W-2 a specific number has been given in respect of the number of days of work as 235 days during the period from 1-4-1981 to 30-11-1981. There was a denial in the written statement by the management about the grant of such certificate by their officer, these two certificate granting officers were examined as witnesses in the present reference. Amongst those, the granter of certificate Ext. W-1, Shri Ranjit Acharya was examined as MW-2 and he has stated that the workman Uttam Das who worked on muster roll during the period May to August, 1981 and so he worked for 99 days during that period and also worked for 20 days in November, and December, 1981, for the period from 30th November, 1981 to December, 1981. In course of his cross-examination this witness has stated that he signed on the certificate Ext. W-1, on 31st May, 1981 and he repented by stating that he committed mistake in not mentioning the date below his signature and left the place for date blank. This witness further claimed that he joined the Exchange 55/54 only in the month of May, 1981 and he had papers in support thereof. He has further claimed during his cross-examination that he was posted as Junior Engineer at Cable Planning Section and specifically stated that he himself engaged the workman concerned in 55 Exchange on 2nd May, 1981 after getting permission from his senior officer verbally and he himself used to mark the attendance of this workman in the muster roll and his stay in that Exchange was till 1988. In respect of his retrenchment this MW-02 has stated during his cross-examination that he has no knowledge about termination of this workman Uttam Das in March, 1982 since he claimed that the said workman did not work in his exchange after December, 1981.

7. The other certifying officer in Ext. W-02, Shri Dipak Kumar Dasgupta deposed as MW-01 and he has stated in respect of his granting the said certificate that he signed on the certificate got prepared by the workman himself on his repeated persuasion and it was so done on humanitarian ground and he has further stated that the period of work in the service was not present when he signed it, though, according to him, 235 days of work was mentioned at the time of his signing. He also admitted about his commission of a mistake in signing the certificate. During cross-examination the said witness has stated that his realization of mistake in respect of granting such certificate was done during conciliation proceeding. He has further stated during his cross-examination that he did not verify about the correctness of work of 235 days at the time of signing the

certificate. He has further stated that actually Junior Telecom Officer used to maintain the attendance sheet of the casual labourers generally and during conciliation proceeding he came to know that the present workman worked only for 99 days from May, 1981 to August, 1981.

8. Thus it is found that none of these two granters of certificates being MW-02 and MW-01 supported the contention of the workman that he worked for 240 days to make the workman eligible to claim compliance of mandatory provision of Section 25F of the Act. Besides these two documents the workman concerned has not produced any other document to show that he has worked for 240 days or more.

9. On the other hand, the learned Advocate for the management has submitted that the claim of the workman concerned may be denied on two counts, firstly for working for less than 240 days and secondly for making the claim or reference sufficiently late. It is submitted that the workman concerned, though was terminated in the year 1981 the claim was initiated about 14 years thereafter in the year 1995. For such delay in raising the dispute by the workman, it is claimed by the Ld. Advocate for the management that it was latches on the part of the workman concerned and the claim must be defeated for such long delay for which no reason has been cited or explained from the side of the workman. The Ld. Advocate for the workman has submitted that in the four corners of the Industrial Disputes Act, 1947 there is no provision of any limitation period for initiating a reference and for that reason a claim cannot be defeated only on the question of delay even though there is no explanation for such delay.

10. Now a question may automatically arise that when Section 25F of the Act provides mandatory compliance at the time of termination of a workman working for 240 days in a year or 12 calendar months, it automatically involves some financial implication from the side of the management and if it is found that such termination was void in law for non-compliance of mandatory provision thereto, an automatic order or reinstatement with back wages may automatically arise. Further the workman was a casual labourer who was engaged without any sanctioned post thereto and if any relief is achieved by him through a belated reference, automatically a voluminous financial burden is cast upon the management for no fault of it.

11. There are catena of decisions of the Hon'ble Apex Court discouraging a belated reference or dispute. One such decision is reported in (2008) 17 S.C.C. 627 wherein the Hon'ble Court held that delay should not be unreasonable and in that matter there was a delay of 13 years in raising the dispute and that delay was held by the Hon'ble Court as unreasonable even though the workman claimed that he was making repeated representation causing the delay and the Hon'ble Court held it was not sufficient explanation. Reliance also can be made in another

decision reported in (2007) 12 S.C.C. 193 where the Hon'ble Apex Court held that Labour Court is under an obligation to consider as to whether any relief, if at all, could be granted in favour of the workman in view of the fact that the industrial dispute had been raised after 18 years. In that respect the Hon'ble Court held that it is well settled principle of law that "delay defeats equity". In another decision reported in (2008) 14 S.C.C. 589 in respect of causing delay by relying upon a decision in the case of S.N. Nilazkar v. Telecom District Manager, reported in (2003) 4 S.C.C. 27 wherein it was held that :

"There is no limitation prescribed for reference of a dispute to Industrial Tribunal; Even so it is only reasonable that the dispute should be referred as soon as possible after they have arisen and after the conciliation proceedings have failed, particularly so, when dispute relates to discharge of workmen wholesale. A delay of four years in raising the dispute even after reemployment of most of the old workmen was held to be fatal in *Shalimar Workers v. Workmen* (AIR 1959 SC 1217)."

Relying upon the said decision, the Hon'ble Court held that delay being belated could not be entertained.

12. So, in the present matter there is no doubt a delay of 14 years in raising the dispute since conciliation proceeding was also started in the year 1993 before the conciliation officer by a representation dated 22-03-1993. Even in that case there was a delay of about 12 years. Such delay has not been explained. In that score, the delay and latches of the workman defeats the claim.

13. In respect of the claim of his reinstatement, the Ld. Advocate for the management referred to Ext. W-7 which is a copy of the memorandum of settlement arrived at in between Calcutta Telephones and their 41 workmen and in that settlement two sets of workmen were dealt with in two different annexures being Annexure-A and Annexure-B and it has been stated that Annexure-A contains a list of 24 workmen who were agreed to be reinstated by the Calcutta Telephones doing 240 days of service or more and in respect of 17 workers in Annexure-B of the said settlement both the parties agreed that they having less than 240 days of service, there will be withdrawal of claim in respect of those 17 workers and the said workers were agreed to be treated as free to make their representation before the management latest upto 01-08-1988 if they had certain documents and papers to prove 240 days service in the preceding 12 calendar months. In the last Annexure-B with the list of 17 workers, the name of Uttam Das appears at Serial Number 6. In view of the said memorandum of settlement, the Ld. Advocate for the management claimed that the workman in the present reference practically has got no claim as stated by him. It is further submitted that compliance of mandatory provisions is not needed in such circumstances for termination of service of the workman concerned as per provision of Section 25F of the Act.

14. Having regard to the discussions made in the foregoing paragraphs I am also of the view that practically the present workman has got no claim as made by him since his termination does not come within the purview of Section 25F of the Act. Further, as the workman has failed to substantiate his claim, the delayed reference of dispute also makes the reference as not maintainable.

15. In such circumstances, I find that the action of the management of Calcutta Telephones in terminating the service of the present workman, Shri Uttam Das as a casual labour with effect from 01-12-1981 was legal and justified. In result the workman concerned is not entitled to any relief.

An Award is passed accordingly.

Justice MANIK MOHAN SARKAR, Presiding Officer

Dated : Kolkata

the 29th April, 2011.

नई दिल्ली, 11 मई, 2011

का. आ. 1583.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.एन. पी. पेरिबास के प्रबंधन के संरक्षित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एक्जैम्प्लर न्यायालय-1, मुम्बई के पंचाट (संदर्भ संख्या 46/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2011 को प्राप्त हुआ था।

[सं. एल-12011/12/2007-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 11th May, 2011

S.O. 1583.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 46/2007) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Mumbai as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. B. N. P. Paribas and their workman which was received by the Central Government on 29-04-2011.

[No. L-12011/12/2007-IR(B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NO. 1, MUMBAI

Justice G.S. Sarraf, Presiding Officer

Reference No. CGIT-1/46 of 2007

Parties : Employers in relation to the
management of M/s. BNP Paribas

AND

Their Workmen

APPEARANCES :

For the Management : Shri Umesh Nabar, Adv
holding brief for Shri
R.N. Shah, Adv.

For the Union : Shri Mahadeshwar, Adv.

State : Maharashtra

Mumbai, dated the 21st day of April, 2011

AWARD

1. In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 the Central Government has referred the following dispute for adjudication to this Tribunal :

"Whether the demand of the Union for granting an increase in stagnation increment at the rate of Rs. 886 for clerical staff and Rs. 311 for sub-staff w.e.f. 01-11-2002 is proper and justified? If so, to what relief the workmen are entitled?"

2. Increment @ Rs. 886 for clerical staff and Rs. 311 for sub-staff w.e.f. 1-11-2002 to 31-10-2007 and Rs. 1,266 for clerical staff and Rs. 461 for sub-staff w.e.f. 1-11-2007 and, therefore, appropriate award be passed in terms of above settlement.

3. Learned counsel for the union has filed a reply to this application and has contended that since the bank has done it without prejudice to its legal stand, therefore, the settlement is not final and an award cannot be passed in terms of the application of the bank. He has placed reliance on AIR 1980 SC 2181 and BLR Vol. 61 page 678

4. According to the schedule the dispute is whether the demand of the union for granting an increase in the stagnation increment @ Rs. 886 for clerical staff and Rs. 311 for sub-staff w.e.f. 1-11-2002 is proper and justified. The first party/bank has not only met the demand of the union by granting an increase in stagnation increment @ Rs. 886 for clerical staff and Rs. 311 for sub-staff w.e.f. 1-11-2002 but it has also granted an increase in the stagnation increment @ Rs. 1,266 for clerical staff and Rs. 461 for sub-staff with effect from 1-11-2007. When the first party has granted increase in stagnation increment as demanded by the union and even further increase then certainly there remains no dispute for adjudication.

5. It is thus clear that the first party/bank has fully accepted the demand of the union and has granted increase in the stagnation increment as per the demand, therefore, there exists no dispute between the parties.

6. An Award is made accordingly.

Justice G. S. SARRAF, Presiding Officer